Ontario

Dossier des clauses des conventions collectives entre conseils scolaires et enseignants

Numéro 16

Clauses concernant les emplois vacants et les mutations, 1980-81

Mai, 1981

La présente publication a été rédigée par les soins de la Commission des Relations de Travail en Education dans le cadre des services qu'elle offre qux parties engagées dans des négociations, ainsi que le prescrit la *Loi de 1975 sur les négociations collectives entre conseils scolaires et enseignants.*

Le but de cette publication est de:

fournier en qualité d'organisme neutre, des renseignements à jour et précis extraits de conventions collectives écrites, dans le but d'aider les parties durant les différentes étapes de la procédure des négociations.

La publication est fondée sur les conventions collectives écrites négociées entre les enseignants et les conseils scolaires pour l'année de convention 1980-81 (septembre-août), qui ont été déposées auprès de la Commission. Elle contient essentiellement des clauses* reproduites textuellement et qui représentent l'élément qualitatif, par opposition aux autres publications de la Commission qui sont de nature statistique.

Ce document est à la disposition des parties et des autres personnes ou organismes faisant preuve d'intérêt.

Pour tout renseignement concernant cette publication ou demande de renseignements supplémentaires veuillez-vous adresser au:

Services des Recherches
La Commission des Relations de Travail en Education
111 Chemin Avenue
Suite 400
Toronto, Ontario
M5R 3J8
(416) 922-7679

*Dans certains cas nous avons ajouté uniquement la partie de la clause qui se rapporte à l'objet de cette publication, et non la clause complète.

Education Relations Commission

Ontario

DOCUMENTS PUBLIES PAR LA COMMISSION DES RELATIONS DE TRAVAIL EN EDUCATION

(Des copies supplémentaires de certaines publications peuvent être obtenues sur dema

1980-81 Conventions collectives entre conseils scolaires et enseignants: Résumés individuels

1981-82 Conventions collectives entre conseils scolaires et enseignants: Résumés individuels

1980-81 Négociations collectives entre scolaires et enseignants: Résumé dans la province

1981-82 Négociations collectives entre scolaires et enseignants: Résumé dans la province

Collective Bargaining Information: A Bibliography of Selected Data Sources

Série monographies

(1979-80) N°. 13 Moyenne pondérée des traitements sur grille, 1978-79 et 1979-80

N°. 14 Procédures en matière de griefs et d'arbitrage, 1979-80

N°. 15 Avantages sociaux assurés et Gratification de retraite, 1979-80

(1980-81) N°. 16 Analyse chronologiques des Conventions collective 1975-76 à 1979-80

N°. 17 Clauses de congé, 1979-80

N°. 18 Statistiques sur les rémunérations 1979-80

N°. 19 Moyenne pondérée des traitements sur grille, 1979-80 et 1980-81

N°. 20 Rapport entre le nombre des élèves et celui des enseignants, 1976-80

N°. 21 Régimes d'Avantages sociaux assurés et de Gratifications de Retraite

Série bibliographies

N°. 1 Le système d'enquête

N°. 2 La médiation

N°. 3 Choix d'offres finales

Séries clauses

(1978-79) N°. 12 Surnombre/excédent, 1978-79

N°. 13 Cherté de la vie, 1978-79

(1979-80) N°. 14 Rapport entre le nombre des élèves et des enseignants, effectifs des classes et nombre d'heures à enseigner

(1980-81) N°. 15 Régimes de Traitement différé et d'Encouragement à la Pension anticipée, 1980-81

N°. 16 Clauses concernant les emplois vacants et les mutations, 1980-81

N°. 17 Procédures disciplinaires et autres mesures affectant la Sécurité de l'Emploi: Evaluation des Enseignants, Juste Cause, Retenue de l'Augmentation et Accès aux dossiers personnels

Placement des enseignants: Répartition de la grille des enseignants de l'Ontario total des enseignants et des inscriptions (31 janvier 19

Arbitrage des griefs: Résumés de décisions d'arbitrages concernant des litiges entre les parties prises conformément la *Loi des négociaitons à collective entre conseils scolaires et enseignants, 1975*.

TABLE DES MATIERES

PARTIE I INTRODUCTION 1

Conventions analysées 1

Conventions non disponibles pour l'analyse détaillée 1

Fréquence des clauses 2

NATURE DES CLAUSES 3

A. Clauses de vacance 3

a) Affichage des emplois 3
b) Délai et, ou, date de l'affichage 3
c) Forme de l'affichage des emplois 4
d) Méthodes utilisées pour les entrevues 5
e) Préférence accordée pour les postes vacants à pourvoir aux enseignants actuellement employés par le Conseil 5
f) Notification de la décision 5
g) Raisons pour refus d'engager 5
h) Pourvoir à un poste de manière provisoire 6

B. Clauses de mutation 6

a) Demande de mutation 7
b) Notification de mutation 7
c) Notification si la mutation est irréalisable ou refusée 9
d) Avis d'acceptation de mutation 9
e) Consultation avant la mutation 9
f) Consentement mutuel pour les mutations demandées par le Conseil 9
g) Raisons pour la mutation 10
h) Droit d'appel 10
i) Droit de porter plainte en cas de mutation (Administrative) 11
j) Retour à l'école d'origine 11
k) Mutations ultérieures 11
l) Mutation et traitement de l'Enseignant 12
m) Ancienneté et procédures en matière de mutations 12
n) Mutation et Enseignants en surnombre 12
o) Enseignants en congé 13
p) Congé pour nouvelle affectation 13
q) Comités des mutations 14
r) Priorité des mutations internes sur le placement des Enseignants nouvellement engagés 14
s) Démissions 14
t) Mutations provisoires 15
u) Entrevue obligatoire 15
v) Mutations à (ou entre) des postes à responsabilités 16

C. Indemnité pour déménagement et/ou Nouvelle Affectation 16

D. Mutations et Indemnité pour Responsabilités 17

PARTIE II CLAUSES PROVENANT DE CONVENTIONS 19

A. Clauses de vacance 19

B. Clauses de mutation 40

C. Clauses d'indemnité pour déménagement et/ou de Nouvelle Affectation 65

D. Clauses de mutation et de responsabilités 73

PARTIE I

INTRODUCTION

Au mois de mai 1981, 170 conventions négociées pour 1980-81 dans les secteurs Elémentaire et Secondaire des Conseils scolaires et des Conseils scolaires combinés de Comté et de District des Ecoles catholiques séparées ont été analysées par la Commission des Relations de Travail en Education. Le Tableau I indique le détail des conventions qui étaient disponibles pour l'analyse.

TABLEAU I

Conventions disponibles pour l'analyse

	Elémentaires	Secondaires	C.E.S.C.	Total
Total des conventions possibles pour 1980-81	76	76	48	200
Nombre des conventions disponibles pour l'analyse	63	66	41	170

CONVENTIONS NON DISPONIBLES POUR L'ANALYSE DETAILLEE

Elémentaires	Secondaires	C.E.S.C.
Bruce	Carleton	Essex
Carleton	Hastings	Geraldton
Halton	Hearst	Halton
Hearst	Hornepayne	Lambton
Hornepayne	Lambton	Michipicoten
Michipicoten	Leeds & Grenville	North of Superior
Middlesex	Norfolk	Sudbury
Oxford	Oxford	
Peel	Ottawa	
Red Lake	Red Lake	
Stormont, Dundas et Glengarry		
Timiskaming		
Timmins		

FREQUENCE DES CLAUSES

Le Tableau 2 indique la fréquence des clauses de vacance et de mutation* présentes dans les conventions collectives de 1980-81.

TABLEAU 2

FREQUENCE DES CLAUSES DE VACANCE ET DE MUTATION DANS LES CONVENTIONS COLLECTIVES DE 1980-81

	Elémentaires		Secondaires		C.E.S.C.		Total	
	%	(n)	%	(n)	%	(n)	%	(n)
Vacances								
Enseignants	50.8	(32)	45.5	(30)	53.7	(22)	49.4	(84)
Postes à responsabilités	52.4	(33)	54.5	(36)	53.7	(22)	53.5	(91)
Affichage préalable								
Enseignants	31.7	(20)	22.7	(15)	22.0	(9)	25.9	(44)
Postes à responsabilité	30.2	(19)	22.7	(15)	26.8	(11)	26.5	(45)
Mutations, Ancienneté comme facteur								
Enseignants	19.0	(12)	15.2	(10)	14.6	(6)	16.5	(28)
Postes à responsabilités	17.5	(11)	21.2	(14)	14.6	(6)	18.2	(31)
Mutations promotionnelles	46.0	(29)	43.9	(29)	34.1	(14)	42.4	(72)
Mutations								
Demandées par enseignant	47.6	(30)	56.1	(37)	43.9	(18)	50.0	(85)
Administratives	74.6	(47)	69.7	(46)	75.6	(31)	72.9	(124)
**Poss. de plainte	25.5	(12)	21.7	(10)	25.8	(8)	24.2	(30)
**Frais nouvelle affection remboursés	27.7	(13)	37.0	(17)	16.1	(5)	28.2	(35)
**Priorité pour nouvelle affectation à école d'origine	4.3	(2)	6.5	(3)	0.0	(0)	4.0	(5)
Nombre total de conventions		(63)		(66)		(41)		(170)

* Les clauses de transfert citées dans le présent dossier "Clauses" ne comprennent pas celles présentes dans les clauses de surnombre/excédent

**Ce pourcentage se rapporte uniquement aux conventions contenant des clauses de mutation administrative

NATURE DES CLAUSES

A. Clauses de vacance

Sur les 170 conventions classées pour 1980-81, un total de 32 conventions Elémentaires (50.8%), 30 Secondaires (45.5%) et 22 C.E.S.C. (53%) contiennent des clauses traitant des postes vacants à pourvoir. Les clauses de vacance concernent presque exclusivement des postes d'enseignement et, ou, des postes à responsabilités. Certaines conventions toutefois contiennent des clauses de vacance pour des postes de surveillant à l'heure du déjeuner (Central Algoma, Elém.) et pour des postes d'enseignement pour l'été, des cours du soir et des cours ministériels dans la juridiction du Conseil (Hamilton-Wentworth C.E. S.C.), et des postes administratifs (Windsor C.E.S.C.).

Voici quelques-unes des matières discutées sous le titre général de clauses de vacance: Affichage des emplois, délais ou dates pour l'affichage, forme de l'affichage des emplois, méthodes pour les entrevues des candidats, préférence pour remplir les vacances accordée aux enseignants actuellement employés par le Conseil, notification de la décision, raisons pour refus de nomination, et postes pourvus de manière provisoire. Voici une brève discussion de chacune de ces matières.

a) Affichage des emplois

Un des facteurs les plus communs présents dans les clauses de vacance est l'obligation du Conseil d'afficher les postes vacants.

Quarante-quatre des 84 clauses de vacance (52%) pour les enseignants et 45 des 91 clauses de vacance (49%) pour les postes à responsabilités mentionnent l'obligation d'afficher.

b) Délai et, ou, date de l'affichage

Certaines conventions déclarent simplement que la liste des emplois vacants doit être affichée (par ex. Lincoln Elém., Niagara South Elém.). D'autres précisent que les emplois doivent être affichés à mesure qu'ils deviennent vacants ou à une date déterminée (par ex. Lincoln Sec., Carleton C.E.S.C., Lambton C.E.S.C.). La majorité des conventions déclarent cependant que l'affichage interne doit avoir lieu avant l'annonce de la vacance d'emploi à l'extérieur et qu'il doit précéder soit la date prévue pour introduire les demandes, soit le recrutement. Certaines conventions imposent des dates limites précises. Elles peuvent être classées comme suit:

> 1 à 5 jours d'enseignement avant la publication à l'extérieur (cf. Frontenac Elém., Nipissing Elém., Comté Prince Edward Elém., Simcoe Elém., Sudbury Elém., Lanark Sec., Northumberland et Newcastle Sec., Simcoe Sec., Wellington Sec., Hamilton-Wentworth C.E.S.C.).
>
> une à 2 semaines avant la date limite pour les demandes (cf. Etobicoke Elém., Municipalité de York Elém., Frontenac Sec.).
>
> au moins 5 à 10 jours avant le recrutement (cf. Espanola Elém., Leeds et Grenville Elém., Haldimand-Norfolk C.E.S.C.).
>
> 5 jours à 2 semaines avant la publication à l'extérieur (cf. Lanark Elém., Manitoulin Elém., Manitoulin Sec.).

En outre, certaines conventions prévoient des délais précis pour afficher les emplois vacants, mais autorisent des dérogations dans certains cas (par ex. comté Prince Edward Elém., Simcoe Elém., Frontenac Sec., Northumberland et Newcastle Sec., Simcoe Sec., Sault Ste-Marie C.E.S.C.).

c) Forme de l'affichage des emplois

Certaines conventions décrivent la forme de l'affichage des vacances (East York Elém., Etobicoke Elém., Ottawa Elém., Lakehead Sec.). Par ex.*, la convention pour les écoles élém. d'Ottawa déclare que:

> All vacancies within the Bargaining Unit shall be posted with the exception of those pertaining to Transfer Procedures or as provided for in Article 20. The posting shall contain at least the following information:
>
> - nature of position
> - qualifications
> - required knowledge
> - education
> - location
> - application closing date
>
> No position shall be filled until after the application closing date.

---

*Dans notre introduction, les exemples sont donnés uniquement à titre d'illustration; ils ne sont pas censés être interprétés comme typiques, idéaux, etc. Pour évaluer un type déterminé de clause, le lecteur est prié de se reporter à la Partie II qui contient ces clauses.

d) Méthodes utilisées pour les entrevues

Un petit nombre de conventions décrivent les procédures concernant les entrevues à faire passer aux candidats aux postes vacants (East York Elém., Simcoe Elém. et Sec.; voir également Sudbury Elém., Huron Sec., Lakehead Sec.). Par exemple, la convention pour les Ecoles Elémentaires d'East York déclare que "Applicants for the same position will normally be interviewed by the same interviewers. When this is not practical, the Branch Affiliate will be consulted, prior to the interviews, regarding alternative procedures."

e) Préférence accordée pour les postes vacants à pourvoir aux enseignants actuellement employés par le Conseil

Un grand nombre des 84 conventions contenant des clauses de vacance stipulent qu'à qualifications égales, les enseignants employés par le Conseil doivent recevoir la priorité par rapport aux autres candidats pour les postes à pourvoir (Espanola Elém., Kent Elém., Michipicoten Elém., Renfrew Elém., Simcoe Elém., Sudbury Elém., Dufferin Sec., Kent Sec., Sault Ste. Marie Sec., Simcoe Sec., Timiskaming Sec., Dryden C.E.S.C., Elgin C.E.S.C., North Shore C.E.C.S., Oxford C.E.S.C., Région de York C.E.S.C.).

f) Notification de la décision

Certaines conventions déclarent que les candidats à un ou à plusieurs postes vacants doivent être avertis de la décision du Conseil (East York Elém., Sudbury Elém., Lakehead Sec.). Par exemple, la convention pour les Ecoles Elém. d'East York exige:

> Each applicant for a posted vacant position shall be advised regarding the decision on his/her application.
>
> Each candidate for a position requiring Administration and Board interview shall be advised in writing of the decision regarding his/her application.

g) Raisons pour refus d'engager

Un petit nombre de conventions contiennent des clauses qui permettent au candidat refusé d'apprendre ou de demander pourquoi il n'a pas été engagé.

East York Elémentaires

Any unsuccessful applicant for a posted vacant position may discuss with the appropriate official or principal, reasons for non appointment.

Lincoln Secondaires

An unsuccessful applicant for promotion to a specific position of responsibility will be notified whereupon he may request an interview.

h) Pourvoir à un poste de manière provisoire

Un petit nombre de conventions prévoit que, dans certains cas, des postes peuvent être pourvus provisoirement (East York Elém., Sudbury Elém., Lincoln Sec., Sudbury Sec.). Par exemple, la convention pour les Ecoles Sec. de Sudbury déclare que "Normally, positions that become available after September 1, will be filled on a temporary basis, terminating not later than June 30, on the current school year. If these positions continue to exist, they will be posted by April 1, to take effect on a permanent basis on September 1."

B. Clauses de Mutation

Sur les 170 conventions collectives actuellement classées pour 1980-81, 30 Elémentaires (48%), 37 Secondaires (56%) et 18 C.E.S.C. (44%) contiennent des clauses concernant les mutations demandées par l'Enseignant. Des clauses concernant les mutations administratives sont présentes dans 47 conventions Elém. (75%), 46 Sec. (70%) et 31 C.E.S.C. (76%). Ces clauses de mutation excluent celles qui figurent sous le titre des procédures en matière de surnombre/excédent. Les personnes désireuses d'étudier ces dernières formes de clauses de mutation sont priées de se reporter au Dossier Clauses N° 12 de la CRTE: Surnombre/Excédent, 1978-79.

Voici quelques-unes des matières discutées sous le titre général des clauses de mutation: demande de mutation, notification de mutation, notification si la mutation demandée n'est pas réalisable ou acceptée, avis d'acceptation de mutation, consultation avant mutation, consentement mutuel pour mutation à la demande du Conseil, raisons pour mutation, droit d'appel, droit de porter plainte, retour à l'école d'origine, mutations ultérieures, mutation et traitement, ancienneté et mutation, enseignants revenant de congé, mutations volontaires et enseignants en surnombre, congé

pour mutation ou nouvelle affectation, comités des mutations, priorité pour mutations internes, priorité sur placement des enseignants nouvellement engagés, démissions, mutations provisoires, entrevue obligatoire pour mutation et mutation à ou entre des postes à responsabilités. Voici une brève discussion de chacune de ces matières.

a) Demande de mutation

Environ la moitié des 85 conventions contenant des clauses de mutation définissent une date limite pour présenter les demandes. Les délais pour les demandes de mutation (en vigueur le mois de septembre suivant) sont très variés.

"as soon as possible" (Perth Elém., Durham Sec.)

avant le 1er mai (sur demande du Conseil, Manitoulin Elém.)

avant le 1er mars (North Shore Elém., West Parry Sound Elém., Halton C.E.S.C.)

avant le 15 mars (Hamilton-Wentworth C.E.S.C.)

au plus tard le 15 mars (Toronto Elém., Wellington Elém. et Sec.)

avant le 1er avril ou au plus tard le 31 mars (Renfrew Elém., Carleton C.E.S.C.)

au plus tard, le ou avant le 1er avril (Lennox et Addington Elém., Municipalité de York Elém., Bruce-Grey C.E.S.C., Elgin C.E.S.C., North Shore C.E.S.C.)

pas plus tard que le 15 avril (Etobicoke Elém.)

au plus tard le 31 mai (Michipicoten Elém., Sault Ste. Marie C.E.S.C.)

"At any time" (Nipissing Elém., Northumberland et Newcastle Elém.)

dans les 5 jours de classe après l'affichage de la vacance (Oxford C.E.S.C.)

une semaine avant le recrutement (Grey Elém.)

Seul un petit nombre de conventions précise également une date limite pour demander les mutations en janvier.

Pas plus tard que le 1er novembre (Lennox et Addington Elém.)

Avant le 30 novembre (North Shore Elém.)

Le 30 novembre ou avant (Michipicoten Elém.)

b) Notification de mutation

Un grand nombre de conventions contient des clauses de mutation précisant la date limite à laquelle les enseignants peuvent recevoir les avis annonçant les mutations demandées par le Conseil. En ce qui concerne la date limite pour les notifications des mutations, les différences sont importantes d'une convention à une autre:

> le 31 mars ou avant (au plus tard le 31 mars, avant le 1er mai) (Lanark Elém., Manitoulin Elém., West Parry Sound Elém., Lanark Sec., Hamilton-Wentworth C.E.S.C.)
>
> avant le 15 avril (Fort Frances-Rainy River Sec.)
>
> au plus tard le 1er mai, au 1er mai ou avant, pas plus tard que le 1er mai (Central Algoma Elém., Lennox et Addington Elém., Nipissing Elém., Wellington Elém., Bruce-Grey C.E.S.C., Halton C.E.S.C., Huron-Perth C.E.S.C., Lincoln C.E.S.C., Waterloo C.E.S.C.)
>
> avant le 31 mai (Municipalité de York Elém., Windsor C.E.S.C.)
>
> le 31 mai ou avant (Michipicoten Elém.)
>
> au plus tard le 1er avril (Lennox et Addington Sec.)
>
> avant le 15 avril (North York Elém.)
>
> le 30 avril ou avant (Elgin C.E.S.C.)
>
> le 15 juin ou avant (Kent C.E.S.C.)
>
> "at such time as may be required by prevailing conditions" (Wellington Sec.)

Seul un petit nombre de conventions précisent la date limite à laquelle le Conseil peut faire connaître à un enseignant une mutation faite à la demande du Conseil et qui entre en vigueur en janvier.

> au plus tard le 20 octobre (Lennox et Addington Sec.)
>
> pas plus tard que le 1er novembre (Lennox et Addington Elém.)
>
> avant le 30 novembre (Windsor C.E.S.C.)

Le C.E.S.C. de Bruce-Grey prévoit que l'enseignant doit recevoir un préavis de dix (10) jours de classe avant une proposition de mutation durant l'année scolaire sauf en cas d'urgence, et la convention pour les Ecoles Elém. de Wellington déclare qu'en cas d'urgence durant l'année scolaire, "The Board shall, where possible, notify a teacher in writing of the proposed transfer at least 20 school days before the effective date of the transfer."

c) Notification si la mutation est irréalisable ou refusée

Certaines conventions contenant des procédures en matière de mutation précisent que le Conseil doit avertir l'Enseignant si la demande de mutation n'est pas réalisable ou n'a pas été acceptée (Etobicoke Elém., Municipalité de York Elém., Oxford C.E.S.C., Sault Ste. Marie C.E.S.C., région de York C.E.S.C.).

d) Avis d'acceptation de mutation

La convention pour les écoles élémentaires de Nipissing déclare que lorsqu'il accepte un poste nouveau, l'Enseignant doit prévenir son directeur actuel dans les quarante-huit (48) heures.

La convention pour les Ecoles Elém. de Sudbury impose à l'Enseignant de "notify his/her immediate supervisors subsequent to the receipt of any internal posting of his/her wish to transfer by completing a 'Reply to Posting Form'".

La convention pour les Ecoles Sec. de Durham exige qu'en acceptant un nouveau poste, l'Enseignant doit prévenir son directeur "as soon as possible".

e) Consultation avant la mutation

Certaines conventions contenant des procédures en matière de mutation stipulent qu'avant de procéder à une mutation, le Conseil doit consulter l'Enseignant ou s'efforcer de le faire dans toute la mesure du possible (Lincoln Elém., Wellington Elém., Lennox et Addington Sec., Lincoln Sec., Hamilton-Wentworth C.E.S.C., Lincoln C.E.S.C., London-Middlesex C.E.S.C., North Shore C.E.S.C., Waterloo C.E.S.C.).

f) Consentement mutuel pour les mutations demandées par le Conseil

Certaines conventions précisent qu'une tentative raisonnable doit être effectuée pour obtenir le consentement de l'Enseignant avant de le muter (Lincoln Elém., Nipissing Elém., Wellington Elém., Lincoln Sec., Wellington Sec.).

Voici un exemple:

Lincoln Elém.

> When the transfer of a teacher from one school to another is necessary, the Board will make every reasonable attempt to consult with and to obtain the consent of the teacher concerned before making the transfer.

D'autres conventions déclarent que le consentement mutuel est obligatoire avant qu'un enseignant puisse être muté à la demande du Conseil (Cochrane-Iroquois Falls Elém., Leeds et Grenville Elém., Manitoulin Elém., North Shore Elém., Renfrew Elém., Manitoulin Sec., North of Superior C.E.S.C.). Ceci pourrait être un exemple:

North of Superior C.E.S.C.

> Effective August 30, 1981, and subject to the provisions of Article 19, no teacher presently employed by The North of Superior District Roman Catholic Separate School Board shall be assigned to teach in a different municipality 32 kilometers outside the municipality in which the teacher presently teaches, without the consent of the teacher.

Les conventions pour les Ecoles Elém. de Timmins et celles de Victoria exigent également le consentement mutuel pour les mutations demandées, si l'enseignant n'a pas reçu le préavis dans certains délais prévus.

La convention pour les Ecoles Elém. de West Parry Sound exige le consentement mutuel pour certaines mutations; les autres restent à la discrétion du Conseil.

g) Raisons pour la mutation

Un certain nombre de conventions stipulent que le Conseil doit donner la raison pour muter un enseignant (Leeds et Grenville Elém., Lennox et Addington Elém., Nipissing Elém., Wellington Elém., Durham Sec., Lennox et Addington Sec., Sault Ste. Marie Sec., Municipalité de York Sec.). En voici un exemple:

Municipalité de York, Sec.

> A teacher who is transferred without his consent shall, upon request, be given an explanation of the reasons for the transfer by the appropriate supervisory official.

h) Droit d'appel

Un petit nombre de conventions donne à l'Enseignant le droit d'interjeter appel s'il n'est pas satisfait de sa mutation (Etobicoke Elém., Lincoln C.E.S.C., Stormont, Dundas et Glengarry C.E.S.C.). Ainsi par exemple:

Lincoln C.E.S.C.

> If the teacher is not satisfied with the transfer, an appeal may be made to the Director of Education.
>
> If the teacher is not satisfied with the decision of the Director of Education, an appeal may be made to the Board. The decision of the Board will be final.

i) Droit de porter plainte en cas de mutation (Administrative)

Trente-cinq (35) conventions donnent expressément le droit à un enseignant de porter plainte contre une mutation en recourant à la procédure normale en matière de griefs (Dufferin C.E.S.C., Lennox et Addington Elém., Lennox et Addington Sec., Timiskaming Sec.). Voici ce qui pourrait être un exemple:

Lennox et Addington Sec.

> That any grievance of transfer be made in writing to the Secretary of the Lennox and Addington County Board of Education within ten (10) days of notification of transfer. The procedure for grievance under Article XIX will begin at Step 4 (19.06).

j) Retour à l'école d'origine

Cinq (5) conventions traitent de la question du retour à l'école d'origine après une mutation (Nipissing Elém., Sudbury Elém., Lennox et Addington Sec., Nipissing Sec., Timiskaming Sec.). Voici des exemples:

Nipissing Sec.

> After a teacher has been transferred, the teacher or the receiving principal may request that the teacher be placed in the first suitable vacancy that is available in the school that he or she left, if it is deemed desirable.

Timiskaming Sec.

> A transferred teacher (at the Board's request) has first priority to be transferred back in the event that a position becomes available within two years of the original transfer.

k) Mutations ultérieures

Seul un petit nombre de conventions traitent de la question des mutations ultérieures (Nipissing Elém., Lambton C.E.S.C.). Exemple:

Nipissing Elém.

> The transferred teacher is at liberty to apply for any other available position within the system for which he or she is qualified or for which he or she can qualify by September 1.

l) Mutation et traitement de l'enseignant

Plusieurs conventions traitent des effets (ou de l'absence d'effets) qu'une mutation peut exercer sur le traitement (Timmins Elém., Brant Sec.). Nous donnons ci-après un exemple de ce genre de clause:

Timmins Elém.

> Transfers initiated by the Board to the Secondary School level or for experimental purposes within the Elementary School system shall not be subject to loss in salary.

m) Ancienneté et procédures en matière de mutations

Vingt-huit (28) conventions discutent de l'ancienneté et de son rapport avec les procédures de mutation pour les enseignants (Manitoulin Elém., Renfrew Elém., Manitoulin Sec. et Timiskaming Sec.). Trente et une conventions traitent de l'ancienneté et de son rapport avec les procédures en matière de mutations pour les postes à responsabilités (Brant Elém., East York Elém., Dufferin Sec., Carleton C.E.S.C.). Citons la clause ci-après comme exemple:

Manitoulin Sec.

> In the event that more than one teacher qualifies for transfer(s) priority shall be given to the teachers in accordance with seniority with the Board.
>
> A transferred teacher shall retain the years of teaching experience, for seniority purposes, in the panel in which the said experience is accumulated. This seniority may only be exercised in the event of a transferred teacher's current position becoming redundant or when an opening occurs.

n) Mutation et Enseignants en surnombre

Quelques conventions citent les enseignants en surnombre dans leurs procédures concernant les mutations (East York Elém., Renfrew Elém.). Voici ce qui pourrait être un exemple:

East York Elém.

A vacant position only exists after the program and organizational needs of the Board have been met.

Except as provided in 41.12, no vacant position will be filled on other than an interim basis until the vacant position has been posted.

Prior to May 31, or such later date as may be appropriate due to a subsequent posting whithin the school year, Teachers currently employed by the Board, including Teachers holding interim appointments, will be given the opportunity to apply for vacant positions as they become available and are posted.

o) Enseignants en congé

Un petit nombre de conventions traitent du rapport entre les enseignants en congé et les procédures de mutation (Toronto Elém., Wellington Elém.). Voici des exemples:

Toronto Elém.

Eligible Teachers on Leave of Absence may submit a transfer request subject to any procedures pertaining under this agreement.

Prior to March 1, a copy of this procedure and a transfer request form will be forwarded once by registered mail to the last known address of an eligible Teacher on leave of absence.

Wellington Elém.

Teachers returning from Leave of Absence

While Principals should be as closely involved as possible, it must be remembered that the teachers returning from Leaves of Absence granted by the Board are not returning to a particular school or area, but to positions with the Wellington County Board of Education.

p) Congé pour nouvelle affectation

Très peu de conventions seulement contiennent des clauses accordant un congé aux enseignants pour raisons de nouvelle affectation (Bruce-Grey C.E.S.C., Huron-Perth C.E.S.C.). Voici un exemple:

Huron-Perth C.E.S.C.

The Board will grant two days Leave of Absence to a teacher being arbitrarily transferred, with pay, for the purposes of seeking new residence.

q) Comités des mutations

Certaines conventions contiennent des clauses prévoyant la constitution d'un comité des mutations. Nous trouvons un exemple dans la convention du C.E.S.C. de Stormont, Dundas et Glengarry:

> Transfers
>
> A Teacher transfer Committee shall be established before January 31st of each year in each section of our system. It shall be formed by the Superintendent of Education concerned.
>
> A list of 10 teachers shall be submitted to the Superintendent of Education concerned by the executive of each affiliate before January 15th of each year from which 3 teachers and 2 Principals shall be selected. No Teacher being transferred shall be involved in the Transfer Committee.
>
> This committee shall seek out those means which will best serve to improve the transfer process.
>
> This committee shall do everything possible to expedite and clarify the transfer process involving Teachers and issue policy statements regarding transfers on or before March 31st of each year.

r) Priorité des mutations internes sur le placement des enseignants nouvellement engagés.

Plusieurs conventions précisent que le Conseil doit tenter d'obtenir des mutations internes avant de placer les enseignants nouvellement engagés (Municipalité de York Elém., Durham Sec., Carleton C.E.S.C., Elgin C.E.S.C.). Voici ce qui peut être un exemple:

> Durham Sec.
>
> First priority in hiring will be given to those teachers on the transfer list. Outside hiring will not take place until all schools have submitted their lists of teachers eligible for transfer or until the transfer list is down to the point where qualifications of the remaining teachers do not fit and cannot be made to fit positions open at that time.

s) Démissions

Certaines conventions déterminent la date à laquelle les démissions peuvent avoir lieu (Perth Elém., Lincoln C.E.S.C., Nipissing C.E.S.C., Sault Ste. Marie C.E.C.S., Waterloo C.E.S.C.). Voici des exemples:

Waterloo C.E.S.C.

> The Board and/or Director of Education will notify a Teacher who will be transferred to a school in a different community within the system in the next school year as soon as the decision to transfer is made, but not later than May 1st of the current year. Prior to a final decision on a given transfer, the School Superintendent will discuss with the Teacher being transferred. Legally, it is not necessary for a Teacher to advise the Board of contract termination prior to May 31st which is thirty days later. As it is difficult for the Board to make decisions or transfers until notices of termination are received, teachers contemplating termination should advise the Board as soon as possible in fairness to their fellow teachers who can then receive advance notification of transfer.

Perth Elém.

> In the event that a transfer is not possible and a teacher finds it impossible to continue in the present position because of personal reasons, (i.e., distance, transportation, etc.), the teacher should resign as soon as possible, not later than May 31.

t) Mutations provisoires

Quelques conventions traitent des mutations provisoires. Par exemple, la convention pour les Ecoles Secondaires d'Etobicoke prévoit que:

> "a teacher may be appointed to an "acting" status of a position of responsibility under any of the following circumstances:
>
> (a) if the incumbent is returning to the position,
>
> (b) if the appointment occurs during the school year,
>
> (c) if changes in the origanization are pending."

u) Entrevue obligatoire

Un petit nombre de conventions contiennent des clauses qui déclarent qu'une entrevue doit être accordée à l'enseignant s'il possède légalement les qualifications et a demandé sa mutation (Kapuskasing Sec., Nipissing Sec.). Dans la convention du C.E.S.C. de la région de York, le Conseil déclare qu'il a pour "intent" d'accorder une entrevue "where possible and practical at the discretion of the Director."

v) Mutations à (ou entre) des postes à responsabilités

Un certain nombre de conventions traitent expressément des procédures de mutation à un poste à responsabilités (Etobicoke Elém., Leeds et Grenville Elém., Municipalité de York Elém., Durham Sec., Grey Sec., Lanark Sec., Carleton C.E.S.C., Halton C.E.S.C.). Voici des exemples:

Municipalité de York, Elém.

> Notification of the transfer of principals and vice-principals shall be posted in all public schools as soon as feasible after such transfers have been approved by the Board.

Durham Sec.

> The principal shall be consulted (by the Director) about any incoming vice-principal.

C. Indemnité pour déménagement et/ou Nouvelle Affectation

Sur les 124 conventions prévoyant des mutations administratives, 35 contiennent des clauses accordant une indemnité pour déménagement. Quoique le texte de ces clauses varie dans une mesure considérable, elles précisent en général qui a droit à l'indemnité, à quel montant il peut s'attendre et dans quelles conditions l'indemnité sera versée.

Pratiquement toutes les conventions collectives prévoyant une indemnité pour déménagement la réservent expressément aux enseignants mutés à la demande du Conseil. En général, les enseignants mutés volontairement à d'autres écoles n'ont pas droit à ces indemnités. Certaines conventions réservent l'indemnité exclusivement à ceux qui sont mutés pour réduction dans le personnel de l'école, pour raisons personnelles ou pour une promotion (cf. Bruce Elém., Durham Sec., Huron Sec.) ou à ceux "who merely board or rent a room" (Peterborough Sec.).

Le montant de l'indemnité pour déménagement versée varie d'une convention à l'autre. Certaines conventions n'indiquent pas de montant précis mais déclarent que le Conseil paiera "reasonable moving expenses" (Bruce Elém. et Sec.) ou des frais "not exceeding the lowest of three estimates submitted by licenced movers" (East Parry Sound Elém., Muskoka Elém. et Sec.). La convention pour les Ecoles Sec. de Kent prévoit que le Conseil couvrira les frais de la

nouvelle affectation après avoir choisi le déménageur par adjudication.

D'autres conventions indiquent un montant plus précis pour les frais de déménagement. Certaines mentionnent un montant maximum pour les frais de déménagement qui peuvent varier d'un minimum de $500.00 (North Shore Elém.) à un maximum de $1,200.00 (Huron Sec.). D'autres indiquent un montant forfaitaire comme "indemnité pour nouvelle affectation" variant de $500.00 (Durham Sec.) à $1,000.00 (Grey Sec.).

Certaines conventions ont prévu les deux formes d'indemnités. Par exemple, la convention pour les Ecoles Elémentaires de Renfrew déclare que "the Board shall pay all reasonable moving costs..... plus a relocation allowance of up to $300.00 to help pay for incidental expenses involved provided the Board requested the teacher to transfer."

Un certain nombre de conventions précisent que l'enseignant doit remplir les conditions avant d'avoir droit à l'indemnité pour déménagement (East Parry Sound Elém., Grey Elém., Muskoka Elém., West Parry Sound Elém., Grey Sec., Muskoka Sec., Bruce-Grey C.E.S.C., Renfrew C.E.S.C.). Ainsi par exemple, la convention pour les Ecoles Elém. de East Parry Sound n'accorde l'indemnité que si l'enseignant déménage dans les douze mois qui suivent la date de sa mutation. La convention pour les Ecoles Elém. de Grey offre une indemnité pour nouvelle affectation "providing the new position is located 32 or more kilometers from his/her current school."

D. Mutations et Indemnité pour Responsabilités

Il existe un certain nombre de cas où le Conseil peut demander qu'un enseignant détenant un poste à responsabilités soit muté à une école ou à un autre poste. A strictement parler, l'enseignant qui accepte peut parfois subir une diminution ou une perte de l'indemnité qui lui est versée pour ses responsabilités. Plusieurs des conventions qui ont été déposées contiennent des clauses traitant des diverses manières selon lesquelles les parties ont accepté officiellement de résoudre cette situation. La convention pour les Ecoles Elém. de Leeds et Grenville prévoit uniquement la mutation "lateral" qui implique des responsabilités similaires et la possibilité d'un

traitement identique. La convention pour les C.E.S.C. de Lincoln déclare que le Directeur muté "shall continue receiving the allowance which he/she was receiving in the previous position plus any increases as they become available such as increments or a new allowance schedule, at no time taking a loss in pay because of the exchange of schools." La convention pour le C.E.S.C. de Carleton prévoit que:

> No teacher covered by this agreement receiving a principal's or coordinator's salary shall suffer a decrease in salary for a period of one year from the effective date of any change in position or responsability that results from:
>
> a. re-classification of school size;
>
> b. in the case of a principal, re-assignment to a smaller school;
>
> c. re-assignment to a classroom or any other position of responsibility.
>
> The above shall not apply if:
>
> a. the teacher has requested the re-assignment;
>
> b. the transfer has resulted from unsatisfactory performance of duties substantiated in writing;
>
> c. the teacher has been demoted for just cause as substantiated in writing;
>
> d. a teacher who has been temporarily assigned to a position other than classroom teacher for one year or less.

PARTIE II

CLAUSES PROVENANT DE CONVENTIONS

A. CLAUSES DE VACANCE

Brant Elementary, 1980-82

It is agreed that when a vacancy effective September 1st occurs for any position covered by the Agreement, it shall be posted first in the Education Centre and each elementary and secondary school.

If a vacancy which occurs after September 1st can be filled by an occasional teacher, the position shall be filled by an occasional teacher for the balance of that school year and posted in accordance with 13.01 if the vacancy still exists for the following September.

If a vacancy occurs after September 1st which requires a teacher under permanent or probationary contract, that position shall be posted in all schools. Posting shall be restricted to the first vacancy only.

A vacancy which occurs in a Position of Added Responsibility, after September 1st, will be filled on an acting basis for the balance of that school year and posted in accordance with 13.01 if the vacancy still exists for the following September.

Notwithstanding Articles 13.02 and 13.04, the Board may advertise all vacant positions immediately upon their occurrence and fill such positions from applications received.

Central Algoma Elementary, 1979-81

It is agreed that when a vacancy effective September 1st or January 1st occurs for any position covered by this agreement it shall be posted first in all schools in the Board's jurisdiction prior to its being advertised externally.

Noon Hour Supervision

(a) All vacant positions of lunch time supervisors are to be advertised publicly.

(b) Appointments to this position will be made in accordance with the Board's policy in this regard. (Appointment of Personnel - Teaching and Lunch Time Supervisors.)

East York Elementary, 1979-81

A vacant position only exists after the program and organizational needs of the Board have been met. Except as provided in 41.12, no vacant position will be filled on other than an interim basis until the vacant position has been posted.

Prior to May 31, or such later date as may be appropriate due to a subsequent posting within the school year, Teachers currently employed by the Board, including Teachers holding interim appointments, will be given the opportunity to apply for vacant positions as they become available and are posted.

The Board shall post in each school and in the Administration Offices a list of all vacant positions including newly created positions in teaching, consultative positions and other positions of responsibility as well as positions filled on an interim basis.

The list shall indicate the type of position, its location, the person to whom a Teacher should apply, a brief description of the duties and any special subject or program qualifications required.

Where a vacant positon results from a Teacher being granted a leave of absence for a year or more, this fact shall be indicated.

Normally, a 2-week period before the final date of application will be provided during which time interested Teachers may make application to the appropriate person.

Applicants for the same position will normally be interviewed by the same interviewers. When this is not practical, the Branch Affiliates will be consulted, prior to the interviews, regarding alternative procedures.

Each applicant for a posted vacant position shall be advised regarding the decision on his/her application.

Each applicant for a vacant position requiring administration and Board interview shall be advised in writing of the decision regarding his/her application.

Any unsuccessful applicant for a posted vacant position may discuss with the appropriate official or principal the reasons for non-appointment.

Except as provided in 41.12 and 41.13, when a vacant position occurs on a date other than September 1, this position shall be filled, if practical, on an interim basis for the remainder of the school year.

Espanola Elementary, 1980-82

All teaching positions and positions of responsibility will be posted within the system and may be advertised outside the system.

In the filling of vacancies, preference will be given to present members of the staff provided that qualifications and recommendations are equal.

Where qualified teachers exist in the system, the position will not be filled until it has been posted internally for seven days.

Essex Elementary, 1980-82

When a vacancy occurs for a position or a new position is created in an elementary school which is to be filled by a member or prospective member of the Branch Affiliate, notice of such vacancies shall be circulated to all schools. Every effort will be made to have such advertisements posted immediately upon arrival in the school, concurrent with public advertising by the Board.

Etobicoke Elementary, 1979-81

A list of teaching vacancies by grade and/or subject area shall be listed by region and posted in each school at least one week prior to April 15.

When vacancies are foreseen in any of the following positions of responsibility, notification and invitations for application shall be posted in all schools and in the Education Centre at least one week prior to the final date for applications:

chairman	consultant
vice-principal	co-ordinator

Frontenac Elementary, 1980-81

It is agreed that when a vacancy occurs during the school year for any position or a new position is created which is to be filled by a statutory member of O.P.S.M.T.F. or F.W.T.A.O., it shall be posted first in all schools in the Board's jurisdiction. Such advertisements will be posted in every school at least five (5) school days before the Board advertises publicly.

Halton Elementary, 1980-81

The purpose of this Article is to ensure that all vacancies for positions which arise during the school year, September to June, which would employ Members are advertised within the Board before they are advertised externally. The Branch Affiliates recognize that it is not necessary for the Board to advertise each and every position immediately when it becomes available, but that internal transfers and placement of surplus teachers may precede and influence the number, timing and types of vacancies that are posted internally. Within the limitations of this Article:

Prior to placement of surplus Members, there shall be one (1) internal advertisement in March.

Internal advertising of positions shall be by posting in all locations where Members work, prior to external advertising.

All vacancies in positions of responsibility shall be advertised internally.

Kent Elementary, 1980-81

Promotions:

(a) It is preferred that positions of responsibility be posted and filled with qualified teachers from within Kent County as they occur.

(b) Only those that cannot be filled satisfactorily from within the system shall be advertised outside the County. Norwithstanding the foregoing, all vacancies for Principalships will be advertised.

Posting of Elementary School Teaching Vacancies:

The Kent County Board of Education shall post in each Elementary School a list of vacant Elementary School teaching positions by April 22. Subsequent vacancies will be posted, when necessary, as they occur.

The Principal will make recommendations to the Board concerning the filling of the advertised vacancies, which recommendations shall be based on the criteria outlined in 22:18.

Lanark Elementary, 1979-81

Where a vacancy occurs in the teaching staff, either elementary or secondary, it shall be posted first in each school in the County by the Principal, for a period of five (5) calendar days, during which time the vacancy shall not be filled, nor shall the vacancy be advertised elsewhere, in order that qualified Teachers within the system shall have the first opportunity to submit applications for the position.

Leeds & Grenville Elementary, 1980-82

The Board will inform the staffs of all elementary schools if and when a teaching or position of responsibility vacancy of four months' duration or longer becomes known to the Board. Notices of these vacancies shall be posted on staff bulletin boards for at least ten (10) days before being filled.

In the event of a demotion of a principal or vice-principal:

(i) reasons for the demotion shall be given in writing to that person;

(ii) such demotion shall be subject to Article XVI - Grievance - Arbitration Procedure.

No teacher on permanent contract shall without just cause, given in writing, be disciplined or suspended (with or without pay) demoted or discharged.

Lincoln Elementary, 1980-81

All postings issued by the Board shall be displayed immediately in a prominent place in the staff room.

Manitoulin Elementary, 1980-82

(a) Any position which becomes vacant in the elementary panel will first be advertised internally.

(b) "Internal advertising from September to June inclusive" means a notice of the position will be placed in the school mail box of each teacher at least two weeks prior to the appointment or external advertising from September 1 to June 15 inclusive.

Michipicoten Elementary, 1980-82

(a) The Board shall inform the principal in writing of all vacancies occurring in the elementary and secondary panels prior to advertising the position(s) and the principal shall inform the teachers.

(b) Qualified teachers under contract to the Board shall have the privilege of applying for any vacant position under the jurisdiction of the Board and shall be given preferential treatment where levels of certification are equal.

Niagara South Elementary, 1980-81

By March 31st, the Superintendent of Operations shall send to each school an "Information Posting" of all known vacancies. Staff, not having been declared redundant, shall notify, in writing, the Superintendent of Operations of any position(s) which they would be prepared to accept if made available to them.

Nipissing Elementary, 1980-82

All positions of responsibility and teaching positions available in the system at any time excluding July and August will be posted internally forty-eight (48) hours prior to provincial listing.

North Shore Elementary, 1979-81

When a position becomes available during the school year, it shall be dated and posted immediately in all the schools in the Board's jurisdiction. If, after a period of three days, the position has not been filled, it may be open to the public at large.

Northumberland & Newcastle Elementary, 1979-81

The Board will direct the principal in each elementary school to post or otherwise inform the staff of all vacancies and promotions prior to advertising such vacant positions.

North York Elementary, 1979-81

All vacancies for Positions of Responsibility, exclusive of in-school Positions of Responsibility, shall be advertised in each school prior to appointment.

Ottawa Elementary, 1980-81

All vacancies within the Bargaining Unit shall be posted with the exception of those pertaining to Transfer Procedures or as provided for in Article 20. The posting shall contain at least the following information:

- nature of position
- qualifications
- required knowledge
- education
- location
- application closing date

No position shall be filled until after the application closing date.

Prince Edward County Elementary 1979-81

It is agreed that when a vacancy occurs during the school year (holiday and emergencies excluded) for any position covered by this agreement, an announcement shall be posted in all schools five teaching days prior to the time of advertisement.

Renfrew Elementary, 1980-81

The Board shall post a list of all vacancies in teaching or positions of responsibility at least 3 days before any external advertising thereof.

Such posting shall contain a job description, the qualification preferred, date of availability and procedure for applying.

Teachers employed by the Board shall be given preferences and priority for vacancies, all other factors being equal.

The Board shall not advertise or fill any vacancies until all qualified redundant teachers have been placed.

Positions which may be filled by occasional teachers are not vacancies.

Simcoe Elementary, 1979-81

(a) Vacancies that are identified at the beginning of a school year in September, or which result from resignation to be effective January 1st are to be covered in this article.

(b) Teachers, except as provided in 1(i)30 of the Education Act (occasional teachers), who fill a position in mid-term will receive a probationary contract.

In selecting these teachers, consideration will be given to:

a) a County master list of supply teachers,

b) teachers' application on file, - or

c) applications resulting from provincial advertising,

(c) After any necessary changes within an area, the changes will be announced and remaining vacancies in teaching positions will be posted (5) days prior to the commencement of external advertising. If, however, a vacancy should occur subsequent to October 31st for December 31st, or subsequent to April 30th for August 31st, external advertising may begin simultaneously with internal posting. External advertising may be waived at the discretion of the Administrative Council.

(d) After any necessary changes within an area, final vacancies in positions of responsibility will be posted in schools prior to the commencement of external advertising. If, however, a vacancy should occur subsequent to October 31st, for December 31st, or subsequent to April 30th, for August 31st, external advertising may begin simultaneously with internal posting. External advertising for a position may be waived at the discretion of the Administrative Council. In selecting the successful applicant from those who apply, priority will be given to the preferred candidates selected by the Administrative Council through procedures established for early identification of possible principals and vice-principals as outlined in the principals' handbook.

(e) If vacancies occur during the summer school vacation period so that posting within the schools would be ineffective, the Administrative Council may proceed to fill the position without internal posting. A teacher wishing to be informed of any specific vacancies which may occur may have notices sent by personal mail during such periods by informing the Personnel Office directly.

(f) Posted vacancies will be as specific as possible re: Area, School, Division, Special Requirements, etc.

Policy #1

Adopted by motion of the Board - January 22, 1969

Amended by motion of the Board - February 10, 1971

Amended by motion of the Board - November 24, 1971

Amended by motions of the Board - October 24, 1973 and February 27, 1974

Amended by motion of Board - November 12, 1975

Personnel (formerly entitled - Filling of Staff Vacancies)

In keeping with the major purpose of The Simcoe County Board of Education to provide equal educational opportunity for all students within its jurisdiction, it shall be the continuing policy of this Board to obtain personnel for all branches of its service who, in the opinion of the Administrative Council, are best suited through qualifications, experience and personal attributes, to fill the positions available. Positions may be filled by the Administrative Council within the staffing ratios or the complement approved, from time to time, by the Board, at salaries in accordance with approved schedules.

Vacancies will be advertised internally or locally or on a provincial basis at the discretion of the Administrative Council. In cases where applicants are considered to be of equal competence, qualifications and experience preference will be given to those from within the system.

Trustees shall be invited to participate in interviewing for senior positions in the schools or administration. Trustee committees will participate in interviews for all supervisory officers' positions and will recommend such appointment to the Board for its decision.

The Director of Education shall be responsible to the Board for the hiring, dismissal, transfer, promotion or demotion of all personnel in the Board's employ and shall involve Area Trustees in decisions concerning personnel of the rank of vice-principal or above. Personnel matters of interest to all Trustees will be discussed with the Board in private session.

Stormont, Dundas & Glengarry Elementary, 1980-81

If practical, all elementary and secondary school positions of added responsibility shall be advertised within the present teaching staff simultaneously with the advertisements appearing in the newspaper.

Sudbury Elementary, 1979-81

Procedures for Posting Positions

The Board will post or cause to be posted internally, a list of positions that are available in the system, effective September 1, and this will be done in the following manner:

i) Teaching positions and positions of resource personnel will be posted until June 20.

ii) Where positions of Principal and Vice-Principal become available, the Board will post the orginal vacancy and the first resulting vacancy that may occur, providing the original vacancy happens prior to April 1.

Normally, positions that become available after September 1, will be filled on a temporary basis, terminating not later than June 30, of the current school year. If these positions continue to exist, they will be posted by April 1, to take effect on a permanent basis on September 1.

Posted positions will be open to all teachers with permanent or probationary contracts with the Board except for those who are on terminating contracts or who are on the redundancy list.

The individual appointed to any position that is posted may not necessarily be chosen from the list of applicants.

Positions may be advertised externally 48 hours after being posted internally in all schools on the same day.

Nothing in the foregoing will limit the Board in the transfer of staff. Where any Board-initiated transfer is necessary, it will be done in consultation with the member of the Branch Affiliate concerned.

Procedures for Applying for a Posted Position

i) The teacher will apply in writing and complete the "REPLY TO POSTING FORM".

ii) The supervisor who originated the posting shall acknowledge receipt of the application and arrange an interview if applicable.

iii) All teachers who are deemed by the supervisor who orginated the posting to be suitable for a position, shall be interviewed personally by that supervisor.

iv) All posted positions will remain so for a minimum of five (5) teaching days. No selection will be made until the termination of that period.

v) The selection shall be based on the requirements of program, qualifications, suitability, experience and references. Where the above-mentioned criteria are equal, those presently on staff will be given preference over external applicants.

vi) All interviewed applicants shall be notified in writing immediately after the selection has been made.

Timiskaming Elementary, 1980-81

No secondary teacher shall be given a position in the public schools under this Board if there is a public school teacher currently employed by this Board who is qualified or who can become qualified before the effective date of appointment and acceptable to the principal, superintendent and Board for this position, and who is willing to accept this position.

It is agreed that all vacant teaching positions, elementary and secondary, will be posted in every school prior to the Board's advertising externally.

Wellington Elementary, 1979-81

Advertising of Vacancies

It is agreed that when a vacancy occurs for any position covered by this Agreement during the year, it shall be posted first in all the schools in the Board's jurisdiction at least 48 hours prior to external advertisements.

West Parry Sound Elementary, 1979-81

i) For the purpose of implementing this section, a vacancy within a school is deemed to exist when one or more additional teachers must be assigned to the school to complete the staff complement of that school.

ii) It is agreed that when a vacancy effective September 1st or January 1st occurs for any position covered by this agreement, it shall be posted in all schools in the Board's jurisdiction.

iii) It is agreed that vacancies occurring between May 15th and August 31st need not be advertised per above subsections.

iv) Nothing in this section shall restrict the Board from transferring Principals from school to school as a result of a vacancy for Principal in any school.

York Borough Elementary, 1979-81

All available positions of responsibility shall be posted in each school at least two weeks prior to the application deadline date. Prerequisite or preferred qualifications will be stated for each available position.

Brant Secondary, 1980-82

The Board agrees to post in each school all vacancies for five school days and may simultaneously advertise provincially.

The Board agrees that any qualified teacher employed by the Board has the privilege of applying for any vacancy in the system, for which he or she is qualified.

Bruce Secondary, 1979-82

Vacancies

All vacancies for Principal, Vice-Principal and positions of responsibility (including co-ordinators and supervisors) shall be posted in all secondary schools of Bruce County and may simultaneously be advertised provincially.

Central Algoma Secondary, 1979-81

It is agreed that when a vacancy effective September 1st or January 1st occurs for any position covered by this agreement, it shall be posted first in all schools in the Board's jurisdiction prior to it being advertised externally.

Dufferin Secondary, 1980-82

Positions of responsibility will normally be filled from qualified teachers from within Dufferin County. Vacancies that occur will be advertised and applications from qualified personnel from within the County will be given consideration.

Frontenac Secondary, 1980-81

All vacancies, including positions of responsibility, will be posted in all of the Board's secondary schools at least seven (7) days prior to the stated closing date for applications with the possible proviso of 6.4 (iv) (c). During the two intervals, 15 May to 31 May and 15 November to 30 November, the seven-day advertisement period may be shortened or waived.

Haldimand Secondary, 1980-81

When the Board designates a new position coming within the scope of this Agreement, the Board will notify the Teachers in advance of the appointment.

Posting of Positions

A list of positions to which surplus staff cannot be assigned shall be posted. Teachers who are interested in these positions and who are qualified for or can become qualified before the assignment begins, may apply. Principals will interview all applicants and select the one who, in their judgement, will do the best job.

Advertising of Positions

All positions which cannot be filled by current staff will be advertised in a newspaper with national circulation.

Halton Secondary, 1979-81

The purpose of this Article is to ensure that all vacancies for positions which arise for September 1 and January 31, which would employ Members, are advertised within the Board before they are advertised externally.

It is recognized that between the time a full internal advertisement has taken place in March, subsequent to the declaration of surplus teachers, and the time all surplus teachers have been placed, it is not necessary for the Board to advertise each and every position immediately when it becomes available, but that internal transfers and placement or surplus teachers may precede and influence the number, timing and types of vacancies that are posted internally.

Huron Secondary, 1980-81

New appointments shall be made in accordance with Board Policy No. 9.10.03 Procurement of Academic Administrative/Supervisory Personnel in Schools which shall not be changed during the life of this Agreement.

Policy Statement:

The Board delegates to the Director of Education the responsibility, where vacancies exist, for obtaining suitable principals, vice-principals and other academic supervisory personnel in schools by means of hiring, transfer or promotion on the understanding that such positions are in the approved personnel establishment and that the Board is informed of any appointments as soon as possible thereafter.

Procedure:

1. All positions must be advertised internally and externally, i.e. both within and without the schools.

2. A percentage of all applicants must be interviewed to ensure fair competition for the position(s) to be filled.

3. A report on the decision(s) reached shall be made to the Board at the next following Board meeting.

Board Approval - Minute No: 73-06-102 - Date: June 18/73 - Effective Date: July 1, 1973.

Kapuskasing Secondary, 1979-81

Advertising and Internal Posting of Staff Vacancies

All vacancies must be posted in all Secondary Schools under the jurisdiction of the Kapuskasing Board of Education and a copy forwarded to each Branch President on or before the day of external advertising and at least five school days before hiring.

Kent Secondary, 1979-81

It is preferred that positions of responsibility be filled with qualified teachers from within Kent County as they occur.

Only those that cannot be filled satisfactorily from within the system, shall be advertised outside the County. Notwithstanding the foregoing all vacancies for Principalships will be advertised.

The President of the Branch Affiliate shall receive a copy of the posting, and a description of the position, and notification of the successful candidate.

Lakehead Secondary, 1979-81

(i) Where a teaching position or a position of responsibility becomes available within the secondary school system, it shall be posted in all secondary schools within the system for a period of seven consecutive days, in order that qualified teachers within the system have the opportunity to submit applications for the position.

(ii) All qualified applicants within the system shall have an interview.

(iii) All applicants within the system shall be notified by mail of the successful candidate.

(iv) Position postings must state qualifications needed and include the effective date of qualification.

Lanark Secondary, 1979-81

Vacancies

Where a vacancy occurs in the teaching staff, either elementary or secondary, it shall be posted first in each school in the County by the Principal, for a period of five (5) calendar days before the vacancy shall be advertised elsewhere, in order that qualified Teachers within the system shall have the first opportunity to submit applications for the position.

Lennox and Addington Secondary, 1979-81

The Board shall advertise in each school under its jurisdiction all vacancies at least three (3) teaching days prior to advertising in the media. Deadline dates for consideration of the application will be included in all advertisements.

Lincoln Secondary, 1980-81

Creation of Positions with Additional Responsibility and Promotions

i The creation of a new position is the prerogative of the Board and the salary will be established by the Board. In the event that the Board exercises this prerogative the Board shall notify the Chairman of the Collective Bargaining Committee of the branch affiliate of

ii Qualified teachers in the employ of the Board shall be given the opportunity to be considered for any such new position.

iii Where the collective agreement calls for an appointment to be made to a position with additional responsibilities in a school, the position shall be posted as soon as it becomes available.

In the event a position with additional responsibility becomes vacant during the school year, the required posting may be technical in nature and someone within the school or Board's jurisdiction may be appointed for the remainder of the school year in an acting capacity. In the case of such a technical posting, a position shall be posted as an open posting later during the school year for an appointment to be effective the next school year (provided the school still qualifies for such an appointment).

For open postings such as Principals and Vice-Principals, interviews will be held according to Board Policy.

For other open postings of positions with additional responsibilities, interviews will be held for all qualified applicants.

iv Any open posting of a position with additional, responsibility may be advertisied provincially.

An unsuccessful applicant for promotion to a specific position of responsibility will be notified whereupon he may request an interview.

Manitoulin Secondary, 1980-81

An appointment to any position of responsibility will be first advertised internally at which time applications will be received and given consideration for the appointment.

"Internal advertising from September 1st to June 15th inclusive" means a notice of the position will be placed in the school mail box of each teahcer at least two weeks prior to the appointment or external advertising.

Michipicoten Secondary, 1980-81

(a) The Board shall notify all teaching staff of all teaching vacancies prior to advertising the positions.

(b) Any qualified teacher of the Board shall have the privilege of applying for any vacant teaching position.

Nipissing Secondary, 1980-82

Advertising and Internal Posting of Staff Vacancies

All positions of responsibility that become available prior to May 15th will be posted in all District secondary schools and a copy forwarded to each school and Branch Affiliate President at least five days prior to hiring.

The first major list of known vacancies must be posted in all secondary schools in the District and a copy forwarded to each school and Branch Affiliate President and to Teachers on the recall list at their last known address at least five days prior to hiring. Teachers on the recall list will be given fifteen (15) days to respond.

All vacancies, other than those in items 17.32 and 17.33(a) above, must be posted in all secondary schools in the District and a copy forwarded to each school and Branch Affiliate President and to Teachers on the recall list at their last known address on or before the day of external advertising.

Any Teacher declared surplus and released from employment, in accordance with the procedures outlined in the Article, shall be given a letter from the Director of Education stating the reasons for the Teacher's release and reaffirming that no question of the Teacher's competence was considered.

No Teacher from the elementary panel will be considered for a position at the secondary level until all surplus Teachers at the secondary level have been placed in a position.

Northumberland & Newcastle Secondary, 1979-81

The Board shall post all vacancies in all secondary schools for at least three (3) school days prior to external advertising. When all teachers declared surplus have been placed, the advance posting period may be reduced from three (3) days to one (1) day.

North York Secondary, 1978-81

Staff Vacancies

All teaching vacancies, including positions of responsibility, shall be posted in each school and office of the Board with Teachers covered by this Agreement and a copy shall be forwarded to each school branch president and the Branch Affiliate.

If a posting does not result in a filling of the position, a further posting shall be made.

A Teacher shall have an opportunity to apply for and be given first consideration for such vacancies.

An unsuccessful applicant will be notified as soon as possible after the position is filled.

Perth Secondary, 1980-81

The parties agree that Directors, Heads, Assistant Heads, and Minor Heads shall be appointed according to Board Policy No. 2231, passed May 27, 1975; which policy shall remain in effect and shall not be amended by the Board without prior consultation with the teachers, and without granting an opportunity for teachers to make direct representations to the Board prior to a decision being made.

The Policy is attached to the Collective Agreement as an Appendix.

Excerpt form Policy 2231

Appointments to positions of responsibility will be advertised internally and externally. Such advertisement may be waived for the positions of Minor Head or Assistant Head where (1) the department is eligible for such appointment and (2) a suitable teaching vacancy does not exist in the department and (3) a suitable, qualified candidate is recommended by the Principal from the existing staff.

Sault Ste. Marie Secondary, 1980-82

Prior to advertising, or without advertising, the Board shall notify qualified staff members in each school, through the principals, of all promotion vacancies* for department head, director (Business or Technological) and co-ordinator.

The Board shall notify qualified staff members in each school through the principals, of all vacancies* for assistant department heads.

Prior to advertising, or without advertising, all secondary level teaching vacancies* shall be listed and posted in all secondary schools.

*Vacancy is defined as any position which shall be open for a period of one year or more.

Any qualified school teacher employed by the Board has the right to apply for any advertised vacancy in any of the schools under its jurisdiction.

In the case of promotion or appointment to a position of responsibility, preferential consideration shall be given to applicants employed by this Board.

Simcoe Secondary, 1979-81

Vacancies in teaching positions and in positions of responsibility will be posted in the schools for a period of five days prior to the commencement of external advertising. If, however, a resignation should be received or a vacancy occur subsequent to October 31, for December 31, or subsequent to April 30, for August 31, external advertising may begin simultaneously with the internal posting. External advertising for a position may be waived at the discretion of the Administrative Council.

Revision, deletions or additions to Board Policies which directly affect working conditions, (Policies numbered 1, 4, 24, 40, 46, 49 and 51) may not become effective before the end of the current contract year unless agreed to by the members of the T.T.R.C. appointed by the Branch Affiliates. The Board reserves the right to amend, delete or add to Policies directly affecting working conditions at the end of the contract year providing notice of such change has been given to the T.T.R.C. prior to February 1, of that year. Contraventions of the above-mentioned policies during the contract year will be grievable through the grievance procedure.

Note: For Policy #1, "Personnel (formerly entitled Filling of Staff Vacancies)" see Simcoe Elementary.

Sudbury Secondary, 1979-81

<u>Positions of Responsibility</u>

a) All positions of responsibility that become available during the year will be posted. Positions that become available:
   i) during the first term (September-December) will be posted internally with an effective date of January 1;
   ii) during the second and third term (January-June) will be posted internally with an effective date of September 1;
   iii) during the summer (July-August) will be posted at the Board Office each Friday with an effective date of September 1.

b) Teachers currently in the employ of the Board are eligible to apply for all posted positions of responsibility.

c) Special Circumstances

i) If, in the opinion of the Principal, a suitable replacement cannot be found for January 1, he may appoint a replacement on a temporary basis for the balance of the school year, and then re-post and/or advertise the same position of responsibility during the spring for September.

ii) In cases of: a) maternity leave,
b) short-term illness,
c) resignation during second and third terms,
a Principal will replace the incumbent on a temporary basis with a teacher presently in the school, or in extreme circumstances, assume the responsibility himself in association with the Vice-Principal.

iii) In schools on a semester plan, the Principal may choose to fill the position of responsibility at the end of the first semester.

d) Teaching positions, that come available during the summer (July-August), will be posted at the Board Office each Friday with an effective day of September 1.

e) Teachers currently in the employ of the Board are eligible to apply for these teaching positions that are posted.

Temporary Appointments

If a teacher is appointed on a temporary basis to a position of responsibility, then the position that the teacher vacates will be held for him/her on termination of the temporary position.

Teaching Positions

a) Any teaching position that becomes available during the school year or a portion thereof shall be filled from:

i) the supply pool in Article 17.02 first, or
ii) the recall list in accordance with Article 18, provided that the teacher has the qualifications.

b) Any teacher who is not from the supply pool or recall list who is hired during the school year to replace a teacher who has retired or resigned will be given a probationary contract.

c) There will be no external advertising for any positions unless there is no qualified teacher from the supply pool or the recall list available for the position.

Timiskaming Secondary, 1980-81

No elementary teacher shall be given a position in the secondary schools under this Board if there is a secondary school teacher currently employed by this Board who is qualified and acceptable to the principal, superintendent, and Board for this position and who is willing to accept this position.

Vacancies other than short term within schools of this Division will be advertised internally, (by telephone to the school with written confirmation) for a reasonable time before external advertising.

Wellington Secondary, 1979-81

Teaching Personnel Recruitment

Notices of all available teaching and administrative positions shall be posted in every Secondary School 24 hours before appearing in the newspaper.

West Parry Sound Secondary, 1979-81

Where a vacancy occurs or a position is created, for which teachers covered under this agreement may qualify, a notice will be posted promptly on designated bulletin boards for the information of teachers prior to applicants being considered for this position. A copy of such notice will be sent to the Branch President. All applicants will be notified promptly as to the applicant selected by the Board.

Bruce-Grey R.C.S.S., 1980-82

All vacancies up to May 1st shall be posted at each school. Teachers applying for the posted vacancy shall apply in writing within 5 days of the posting.

Carleton R.C.S.S., 1979-81

(i) Both parties agree that an active file will be kept open one school year at a time into which will be placed the written applications of those individuals who have indicated interest in applying for positions of responsibility.

(ii) A notice shall be sent to each school inviting further applications excluding the months of July and August.

(iii) The file of internal applicants shall be examined first in order to determine suitability before advertising outside the system.

(iv) Each internal applicant will be sent written acknowledgement from the Board that their application on file has been considered in the competition.

Cochrane-Iroquois Falls R.C.S.S., 1979-81

Vacancies

a) All new teaching positions and vacant positions due to retirement, resignation, or death shall be posted by the Board within the schools of the District.

b) All temporary vacancies occurring during the school year shall be filled at the Board's discretion and shall be effective for the remainder of the school year.

Dryden R.C.S.S., 1979-81

When teachers with special qualifications are required, priority shall be given to present staff members who have the required qualifications.

Elgin R.C.S.S., 1979-81

When an educational position, covered by this Agreement, becomes available, notice shall be sent to all schools within the Board's jurisdiction to notify the teaching staff, prior to public advertising wherever possible.

If an internal applicant is qualified, he/she will be given the position. If more than one person applies for a position, the Director of Education shall make the final selection.

Haldimand-Norfolk R.C.S.S., 1980-81

Promotions and Vacancies

All positions which are vacant or which are to be filled by promotion shall be posted at least 5 school days in advance of the award thereof at all schools under jurisdiction of the Board. Such notices shall be posted prior to any advertisements in the newspapers. No position may be awarded in any case where it has not been posted as aforesaid.

Applications for such positions shall be carefully considered by the Board. The award of such positions shall be made, giving priority to a Teacher presently teaching for the Board, but not necessarily to any one of the applicants.

Notices of positions becoming vacant during the summer months shall be mailed to all Teachers. Such positions shall not be awarded until at least 5 days after the date of mailing the notices.

Halton R.C.S.S., 1980-81

Positions that are or will be open, because of retirement from the system or transfer to another school, will be advertised first within the specific school in which they occur.

After seven days, the initial vacancy or any subsequent vacancy resulting from internal arrangements within the school, shall be advertised within the school system to ensure that all existing transfer opportunities are made known to all teaching staff within the system.

Hamilton-Wentworth R.C.S.S., 1979-81

The following teaching positions will be advertised internally:

Co-Ordinator	Chairman
Principal	Assistant to the Chairman
Vice-Principal	Major Head of Department
Staff Assistant	Minor Head of Department
Consultant	Acting Head of Department
Special Education Teacher	Assistant Head of Department
Resource Teacher	Teacher of French as a Second Language
Teacher-Librarian	

These positions will be advertised internally a minimum of five (5) teaching days prior to any external advertising.

An advertisement shall refer to one job title at a time.

When a new teaching position is created by the Board for which a responsibility allowance is designated the position will be advertised internally a minimum of five (5) teaching days before any external advertising.

All advertised positions shall state minimum qualifications, a job description, and the applicable responsibility allowance for the positions concerned.

If a position which is advertised remains or becomes vacant five (5) months after the last advertisement of this position, it shall be readvertised following the above time limits.

All positions in summer school, night school, and ministerial courses under the Board's jurisdiction will be advertised. Such advertising will be done internally a minimum of five (5) teaching days prior to external advertising.

Kenora R.C.S.S., 1979-81

Notification of Positions

Notification of available teaching positions and positions for which a responsibility allowance is provided shall be posted in each school at least seven days prior to the job being filled and at least seven days prior to public advertising.

Kirkland Lake R.C.S.S., 1979-81

The Board agrees to post all positions which have become vacant, or are expected to become vacant, due to retirements, promotions, and resignations, and that such notices of vacancies shall be posted internally in advance, or simultaneously with newspaper advertising. It is further agreed that no position shall be awarded internally or otherwise, prior to advertising as mentioned herein.

Lambton R.C.S.S., 1980-81

(a) Vacancies will be posted on the following dates:
    (a) May 1st
    (b) June 1st

(b) Teaching positions filled during the school year to be advertised on May 1st and June 1st.

    All vacancies for positions of responsibility will be advertised in all schools for a minimum period of three (3) consecutive school days before the appointment is made.

Metropolitan Separate, 1979-81

Applications for positions of responsibility shall be requested by means of the school bulletin, a copy of which shall be sent to the Federation representative in each school. Such bulletin shall precede any public advertisement. This provision shall not apply when schools are closed or in emergencies.

The Board shall notify the Teachers of the allowance or salary for a newly created position of responsibility within five (5) days of the filling thereof and the Board shall discuss promptly such allowance or salary with the Teachers. Any changes requested by the Teachers, with which the Board agrees, shall be retroactive to the date of the filling of such position.

Nipissing R.C.S.S., 1979-81

Notification of Positions

All teaching vacancies within the system shall be posted, as they occur, within the system before public advertisement. Any teacher on staff wishing to apply for such a position may do so in writing.

The Board may make a temporary appointment for the remainder of the school year. It is understood that all such positions shall be posted and all staff shall have the opportunity to apply for these positions the following school year.

North Shore R.C.S.S., 1979-81

New or vacant positions (administrative or consultative) and teaching positions for September of the next school year which are known to be vacant by June 10th of the current school year shall be first advertised within the North Shore District Roman Catholic Separate Schools.

Preference should be given to qualified Teachers employed by the North Shore District Roman Catholic Separate School Board.

Ottawa R.C.S.S., 1979-81

All vacancies in promotional positions except those to be filled by lateral transfers will be posted in each of the schools and educational centers under the jurisdiction of the Board no less than 15 working days prior to the award thereof.

The notice of position will provide the following information:

a) position to be filled

b) location (when known or determined)

c) compensation

d) responsibilities

e) requirements (academic and professional)

Nothing in this article prevents the Board from making interim appointments while the selection process is being carried on.

Promotional positions are defined as follows:

positions paying an additional responsibility allowance as set out in Article V.

Notwithstanding the foregoing, vacancies arising during the summer months will be advertised publicly 15 days prior to the award thereof.

Oxford R.C.S.S., 1980-81

Subject to the Director's approval, Principals will make any internal transfers they consider necessary before vacancies are advertised to the staff of other schools, taking into consideration internal requests within the school.

All vacancies shall be advertised within the system before outside applications are considered. First consideration will be given to teachers currently under contract who have the required qualifications.

Prescott/Russell R.C.S.S., 1980-82

Postes à combler

(a) Lorsqu'un poste de directeur adjoint ou un poste supérieur à trente pour cent (30%) autre que celui de titulaire de classe régulière devient vacant ou qu'un nouveau poste autre que celui de titulaire de classe régulière est créé, le Conseil comblera ce poste par un enseignant à son emploi à la condition que ce dernier satisfasse aux critères de sélection déterminés par le Conseil et qu'il soit considéré par le Conseil comme étant le meilleur choix.

(b) Tous les postes mentionnés dans (a) ci-haut doivent êtra annoncés à tous les enseignants à l'emploi du Conseil dans les cinq (5) jours ouvrables qui suivent l'ouverture du poste en question.

Renfrew R.C.S.S., 1979-81

The Board shall advertise first in all the schools under its jurisdiction the following:

(a) positions which are to be filled by promotions including new positions or new classifications except those requiring Ministerial approval;

(b) positions with respect to which the Board has accepted resignations or has approved leaves of absence or has approved transfers by May 15 and November 15, and which shall become vacant the subsequent September 1 and January 1 respectively.

Sault Ste. Marie R.C.S.S., 1980-82

(i) All positions which are to be filled by vertical promotions shall be posted at least ten (10) working days in advance of the award at all schools under the jurisdiction of the Board except when, in the judgment of the Director, an emergency situation arises. He may then act to appoint a person to fill the position subject to the Board's approval without prior posting of this position in the schools. In the normal course of events, such notice shall be posted prior to advertisement for these positions.

(ii) All applicants for vertical promotions shall be notified in writing of the success or failure of his application prior to the posting of the successful candidate by the Board.

A teacher, on a permanent or probationary contract, may apply in writing to the Director of Education no later than May 31st of the school year for a transfer to another school for the following school year.

Notification of additional teaching and administrative positions created by the Board, shall be posted in each school in order to permit qualified teachers to submit their application.

Stormont, Dundas & Glengarry R.C.S.S., 1979-81

(a) When a position becomes vacant or when a new position is created, the Board may fill this position by a teacher in its employ, providing that he/she satisfies the selection criteria determined by the Board and is considered by the Board as the best choice.

(b) When deciding on promotions and positions to be filled, the Board shall consider the appointment along the format of Appendix "A" as guideline.

Appendix A is not subject to grievance procedures.

Timmins R.C.S.S., 1980-82

When any new position of responsibility is created or when a vacancy occurs in a position of responsibility, this position shall be posted in the schools so that staff members may apply for such a position. Positions of responsibility may be filled on an occasional basis without posting. (Occasional is defined as less than one year.)

Windsor R.C.S.S., 1979-81

The Board will endeavour to post administrative positions as they become available.

York Region R.C.S.S., 1980-82

(a) Where possible and practical:
(i) Teachers employed by the Board shall be given priority in the filling of new or vacant positions.

(d) Teachers shall be advised of vacant positions of responsibility prior to public advertisement by a posting in each school.

B. CLAUSES DE MUTATION

Central Algoma Elementary, 1979-81

(a) Nothing in this Article prevents the transfer of a teacher at any time by mutual consent of the Board and the teacher.

(b) (i) In the event that it becomes necessary to transfer a teacher because of surplus within a school, the teacher(s) with the least seniority shall be transferred.

(ii) For the purpose of this Item, the three Thessalon Schools shall be considered to be one school.

(c) Where a teacher is to be transferred from a school, the Board agrees to notify the teacher of the possibility of transfer on or before May 1st and this transfer shall be confirmed in writing no later than May 15th by the Director of Education.

Cochrane-Iroquois Falls Elementary, 1980-82

Transfer shall be made by mutual consent.

East York Elementary, 1979-81

A Teacher may request a transfer to another school or teaching assignment within the system at any time during the school year prior to April 15.

The Board will accumulate these requests and such requests will be:

a) used in the implementation of 41.12, and
b) considered prior to the implementation of 41.11(a)

Etobicoke Elementary, 1979-81

A Teacher shall have the right to apply for a transfer to a school of his/her choice for the following school year.

A Teacher who is requested by the Board to transfer or who requests a specific transfer which cannot be accommodated, shall have the right of appeal.

The date of application by a Teacher for a transfer for the following school year shall be no later than April 15. Any Teacher may, however, at any time ask to be considered for a specific position or role.

All Teachers shall be notified of any special teaching position created by the Board and shall be allowed to apply for the position if so qualified.

A Teacher may be appointed to an "acting" status of a position of responsibility under any of the following circumstances:

a) if the incumbent is returning to the position,

b) if the appointment occurs during the school year,

c) if changes in organization are pending.

the seven-day advertisement period may be shortened or waived.

A Teacher appointed to a position of responsibility in an "acting" capacity shall be paid the same responsibility allowance as if on a permanent basis.

If it is not feasible to arrange a transfer for a Teacher, said Teacher shall be notified as soon as possible and not later than June 25.

Where the number of Teachers in any school is above the staff requirement for the following year, based on projected enrolment, the transfer of Teachers shall be, whenever possible, on the basis of teaching experience for seniority purposes as defined in Article 6.1.01(c).

Notwithstanding Article 6 8.08, Teachers shall not be required to transfer more than once every two years except in exceptional circumstances.

Grey Elementary, 1980-82

Transfers

(a) Teacher Initiated Transfers

(i) Vacant positions in the system will be posted internally and the applicants interviewed and processed by the staffing committee, under the chairmanship of the principal or in the case of principals and vice-principals under the chairmanship of the Director or his designate for this purpose. Transfer is at the discretion of the teacher.

(ii) No later than the last teaching day in February of each year, the Director of Education will establish the date on which hiring of new teaching staff will commence. Members of the affiliates of O.T.F. on probationary or permanent contracts with The Grey County Board of Education wishing to be considered for a transfer effective the following September, should make their requests known on Form 270.08, to be in at least one week prior to the date established by the Director as the date to commence hiring of new teaching staff. Prior to the hiring of a new teacher in a specific position, all internal requests for transfer to that specific position will be considered and transfers may be made to benefit the teacher applying, the schools and the school system. It is recognized that in this specific period teaching positions may become vacant and filled without internal advertisement.

18.01(b) (ii) Where Board initiated transfers are to be made, it is understood that the position to be filled may or may not be posted.

Lanark Elementary, 1979-81

Where a Teacher is to be transferred from one school to another, the Board agrees to notify him, in writing, on or before the thirtieth (30th) day of April. Nothing herein shall be construed as restricting in any manner the procedures contained within the Board's Redundancy Policy (No. 670.0). Nothing herein shall prevent a transfer at any time by the mutual consent of the Teacher and the Board.

Leeds and Grenville Elementary, 1980-82

All transfers shall be by mutual consent of the member of a Branch Affiliate and the Board with the exception of Branch members holding positions of responsibility whose transfers shall be in accordance with Board Policy #6000-11. When a transfer of a member holding a position of responsibility is contemplated, reasons for the transfer shall be given in writing to the individual concerned. Transfers of principals and vice-principals between the elementary and secondary panels will be governed by #6000-11.

Policy Statement - Transferability of Principals

Since the Board believes that mobility of principals and vice-principals is beneficial to the educational system and is a managerial function, principals and vice-principals may be transferred upon recommendation of the Director, to the Board, with due regard for the educational requirements of the respective schools and communities, stability and dislocation factors, and the welfare and satisfaction of the individuals concerned. (Approved at the Board meeting of February 11, 1974.)

Lennox and Addington Elementary, 1979-81

Transfer requested by a Teacher

A teacher requesting a transfer to be effective September 1st shall request such transfer in writing no later than April 1st of the school year. A teacher requesting a transfer effective January 1st shall request such transfer in writing no later than November 1st of the school year.

Transfer requested by the Board

1) A teacher who is to be transferred shall be notified in writing no later than November 1st if the transfer is effective as of January 1st and no later than May 1st if the transfer is effective as of September 1st.

2) When a teacher is to be transferred he/she shall be given a letter stating:

   i) who requested the transfer
   ii) why the transfer was requested

3) The teacher shall be given the opportunity to state at least three (3) schools where he/she would prefer to be placed and two (2) choices as to the area in which he/she would prefer to teach. (Primary, Junior, Intermediate) These choices shall be honoured whenever staffing needs reasonably permit.

4) The teacher shall be notified of his/her placement in writing no later than December 1st if it is effective as of January 1st and no later than May 24th if the transfer is effective as of September 1st.

5) If the teacher objects to the transfer and/or the resulting placement he/she may follow the steps outlined under the Grievance Procedure and Arbitration of Disputes (Article 28.01).

Lincoln Elementary, 1980-81

When the transfer of a teacher from one school to another is necessary, the Board will make every reasonable attempt to consult with and to obtain the consent of the teacher concerned before making the transfer.

Manitoulin Elementary, 1980-82

Notice of Transfers (At Board's Request)

A) Any transfer of teachers from the Elementary panel to the Secondary panel shall be mutually agreed upon when and if the need arises.

B) A transferred teacher shall retain the years of teaching experience, for seniority purposes, in the panel in which the said experience is accumulated. This seniority may only be exercised in the event of a transferred teacher's current position becoming redundant or when an opening occurs.

C) If the Board requests a teacher to fill another position, it is agreed that such a transfer shall be at the discretion of the teacher. Notification of the Board's relocation request shall be given, in writing, prior to May 1 of the current year.

Notice of Transfers (At Teacher's Request)

A) A teacher requesting a transfer shall do so in writing to the Director prior to March 1.

B) A teacher transferring from one panel to another at his own request shall do so on the understanding that experience for seniority purposes may only be accumulated from the date of the start of such transfer and that all such previous seniority accumulation does not apply when applying for a transfer back.

Transfers by mutual consent may be arranged without the need for notice as provided in 12.01 C and 12.02 A.

Michipicoten Elementary, 1980-82

Teacher Transfer

(a) Transfer in Board's jurisdiction outside of Wawa:
  i) Requested by the teacher
  ii) Requested by the Board

(b) Transfer to M.H.S.:
  i) Requested by the teacher
  ii) Requested by the Board

If the Board requests a teacher to fill another position at M.H.S., written notice of the Board's request should be given on or before November 30th for a January transfer and on or before May 31st for a September transfer, provided that:
  i) no other unassigned teacher at M.H.S. is certified for the position
  ii) this transfer shall be for no more than one (1) year
  iii) the transferred teacher shall maintain his/her seniority on the elementary seniority list for that year.

Nipissing Elementary, 1980-82

A. Transfers Requested by Teachers

(1) A Teacher is at liberty to apply at any time for any available position within the system.

(2) A mutually agreeable transfer may be arranged for any reason or at any date acceptable to the Board and the Teacher concerned.

B. Transfers Initiated by the Board

If it becomes necessary to transfer a Teacher, that Teacher will be informed immediately with reason given and every effort will be made to place the transferee in a position which is mutually satisfactory to both parties. The following steps should be taken in the transfer procedure:

i) The Teacher shall be informed of the proposed transfer as soon as possible and not later than May 31.

ii) After a Teacher has been transferred, the Teacher or the receiving Principal may request that the Teacher be placed in the first suitable vacancy that is available in the school that he or she left, if it is deemed desirable.

iii) The transferred Teacher is at liberty to apply for any other available position within the system for which he or she is qualified or for which he or she can qualify by September 1.

C. Upon acceptance of any new position, Teachers will notify their present Principal within forty-eight (48) hours.

North Shore Elementary, 1979-81

Teacher Transfer

a) Requested by Teacher

Teachers requesting a transfer shall do so in writing prior to November 30, to be effective December 31, and March 1 to be effective August 31, but consideration of such requests will be given after the March 1 deadline.

b) Requested by Board (non-surplus teacher)

If the Board requests a teacher to fill another position, the Board will pay a moving allowance up to $500.00. It is agreed that such a transfer shall be at the discretion of the teacher and notification of the Board's relocation request shall be given prior to April 15. No moving allowance will be given to a teacher transferring at the teacher's request.

Northumberland and Newcastle Elementary, 1979-81

Where a teacher desires a transfer to another school within the jurisdiction, procedure shall be as follows:

Step 1 - Teacher makes application for transfer to the Superintendent of Instruction

Step 2 - Superintendent of Instruction communicates with the appropriate Area Superintendent(s)

Step 3 - Area Superintendent(s) confer with Principals concerned to ascertain if vacancy exists and whether receiving Principal is receptive.

Step 4 - Area Superintendent reports to the Superintendent of Instruction for confirmation of decision.

Step 5 - Teacher is informed of decision by the Area Superintendent

Teachers may apply for transfers internally as a vacancy occurs at any time.

Ottawa Elementary, 1980-81

18.03 Teachers who are covered by this Agreement may request a transfer to another teaching assignment or school within the Board's responsibility. Such transfers shall not normally take place on other than September 1st.

Perth Elementary 1980-82

Teachers who wish to transfer to another school in Perth, should make their request in writing to the Assistant Superintendent as soon as possible.

The application should specify the following:

1. The school or schools to which transfer is requested.
2. The grade or subjects desired.
3. The reason for the request.

It is suggested that the wider the latitude in school, grade or subject, requested by the teacher, and the earlier the application, the greater the possibility of meeting the transfer request.

A transfer to a requested placement may be made when a suitable vacancy develops prior to and including May 31, with notification to the teacher as soon as possible.

Applications for transfer which cannot be granted by May 31 will automatically lapse on that date and the teacher will retain present placement for the next school year.

In the event that a transfer is not possible and a teacher finds it impossible to continue in the present position because of personal reasons, (i.e. distance, transportation, etc.), the teacher should resign as soon as possible, not later than May 31.

The above procedure applies to lateral transfers only. Applications for promotion to responsibility positions should be forwarded only after vacancies have been posted.

Peterborough Elementary, 1980-81

When a teacher must be transferred from one position to another within the county the teacher to be transferred shall be identified by mutual agreement among the teacher, principal and superintendent. Failing such agreement, the teacher to be transferred shall be identified by the Director of Education. Any teacher so transferred who feels unfairly treated by this transfer may grieve this matter. The Board will endeavour to ensure that a teacher so transferred shall not be forced to transfer again for a period of two school years unless by mutual consent.

The Director shall identify the teacher to be transferred on the basis of such considerations and criteria as:

a) the needs of the school and its students
b) length of teaching experience:
    i) in the system
    ii) in the province
c) qualification(s)
d) characteristics of position with regard to subject and/or level
e) extra-curricular contribution

Renfrew Elementary, 1980-81

Transfer of teachers from one municipality to another within the County system shall be by mutual agreement of the Board and the teacher concerned with no penalty assessed against any teacher who declines.

The teachers wishing to be considered for transfer to another school for September, shall notify the principal of his school, the Superintendent of his present Family of Schools and the Superintendent of the Family of Schools he wished to transfer to in writing as early in the year as possible and no later than March 31st, indicating their school or area of preference.

As openings occur applications of teachers requesting transfer will be considered at the same time the application of surplus or redundant teachers are considered.

Sudbury Elementary, 1979-81

Procedure for Teacher Initiated Transfer

1. The teacher will notify his/her immediate supervisor subsequent to the receipt of any internal posting of his/her wish to transfer by completing a "Reply to Posting Form".
2. The teacher will receive upon request an assessment of his/her work which the teacher may use as a letter of reference in applying for another position.

Toronto Elementary, 1979-81

Transfer Procedures

The procedures under this Article shall provide those Permanent Teachers eligible to apply for transfer and Permanent Teachers who have become surplus to a school's projected staffing model with the opportunity to find a suitable position effective September of the next school year.

The following Teachers shall not be eligible to apply for transfer under this Article:

Probationary Teachers;

Permanent Teachers who have received a transfer effective within the previous two school years;

Consultants, Coordinators, Assistant Coordinators, Principals, Vice-principals, Reading Clinicians or any other Teacher appointed to a similar position of responsibility.

Permanent Teachers who have received an administrative placement effective within the previous two school years will be eligible to apply for transfer under this Article, only with the approval of their Area Superintendent and the Superintendent of Personnel.

Prior to March 1, a copy of the transfer procedure and a transfer request form will be forwarded once by registered mail to the last known address of the Teacher on a leave of absence.

Transfer request forms will be in the schools by March 1.

Eligible Teachers on leave of absence may submit a transfer request, subject to any procedures pertaining under this Agreement.

Teachers who are eligible and who wish to transfer effective September next shall complete the form provided and submit it to the Personnel Division by March 15.

Full-time Teachers requesting part-time under 5.4.0.0.0 shall, in addition to providing any notice required under 5.4.0.0.0, complete a transfer request form and submit it to the Personnel Division by March 15.

Permanent Teachers who, subsequent to March 15, become surplus to a school's projected staffing model shall complete a transfer request form as soon as possible and be added to the transfer request list.

No later than March 26, a list of confirmed vacancies shall be posted in each school. Updates to the confirmed vacancy list shall be posted as soon as they become available.

A list of transfer requests shall be provided to each principal and shall be made available to the principal's office to any Teacher whose name is on the transfer request list.

The Toronto Teachers' Federation shall receive a copy of the list of confirmed vacancies and a copy of the list of the transfer requests and all updates of the lists as soon as these become available.

> The list of transfer requests shall be made available in the Toronto Teachers' Federation office to any Teacher whose name is on the transfer request list.

The transfer period shall commence April 1 and continue until the end of the fifth school day following May 31.

During the transfer period, Teachers on the transfer request list may apply directly to principals with positions on the confirmed vacancy list and principals with positions on the confirmed vacancy list may approach Teachers on the transfer request list.

During the transfer period, principals may shortlist applicants, may refuse any applicant, and shall be responsible, in consultations with the Area Superintendent, for the final recommendation for transfer to their school.

All transfers recommended under 6.2.14.0.0 shall require the approval of the appropriate Area Superintendent before being recommended to the Board

A Teacher whose transfer request was received by March 15 may request up to two teaching days during the transfer period to consider an offer for a position which does not meet the transfer request submitted by the Teacher and may, at the end of such time, accept or reject that offer. During the transfer period, no Teacher remaining on the transfer list may reject an offer which meets the transfer requested by the Teacher.

Teachers on the transfer request list who have not become surplus to the school's projected staffing model, may withdraw their request for transfer by written notice to their Area Superintendent, provided this is received in the Area Office before the transfer period ends (that is 16:30 hours on the 5th school day after May 31). Upon receipt of such notice, the area office will inform the Personnel Division which will then delete the Teacher's name from the transfer request list.

Teachers whose names remain on the transfer request list on the sixth school day following May 31 shall be placed administratively at the discretion of the Area Superintendents.

Prior to placing Teachers under 6.2.18.0.0, the procedures to be followed will be discussed with the representative named by the Toronto Teachers' Federation under 6.2.20.0.0.

Probationary Teachers who have become surplus to a school's projected staffing model but are not surplus to the needs of the Board under 5.1.0.0.0 and 5.2.0.0.0 shall be placed administratively following the administrative placement procedure 6.2.18.0.0.

A representative of the Toronto Teachers' Federation shall be invited to be present and to participate in the discussion during the administrative placement procedures given in 6.2.18.0.0 and 6.2.19.0.0.

An elementary school principal will also be invited to participate in this process.

Teachers returning from exchange will be assured of the position from which they went on exchange provided the position still exists in the school's projected staffing model. If the position no longer exists, the Teacher will be placed in a comparable position, if possible, subject to any procedures pertaining under this Agreement.

This Article notwithstanding, the Board may place any Teacher administratively at any time in order to accommodate the Board's needs.

Victoria Elementary, 1979-81

The Board agrees that it will not initiate a teacher transfer after November 1 for implementation on January 1 or after May 1 for implementation on September 1 except by mutual agreement between the Board and the teacher.

Wellington Elementary, 1979-81

Teacher Personnel Transfers

(1) The Board shall consider the transfer of teachers within the County Secondary and Elementary Schools and between Elementary Schools and Secondary Schools. Mutual agreement of the teacher, the principals and the superintendents concerned will be normally a condition of transfer.

(2) Teacher-Requested Transfers

(a) A request for transfer by a teacher shall be made in writing by March 15 for transfer the following September 1.

(b) (i) Lists of Positions Vacant and Requests for Transfer shall be circulated to all schools on or about April 1 and on or about April 15, advising teachers of the positions that are open.

(ii) Teachers' requests for these positions shall be considered up to May 1 by mutual consent of the Board and the teacher.

(3) Board-Requested Transfers

(a) The teacher shall be consulted and notified of the proposed transfer and the reasons therefor.

(b) The teacher's opinion with respect to the transfer shall be considered, and so far as possible shall be respected, having regard always to the legitimate interest of the Board which must take precedence.

(4) Notification of Transfer

(a) For a transfer within a municipality, the teacher shall, where possible, be notified in writing by May 1 for a transfer commencing the following September 1.

(b) For a transfer from one municipality to another:

(i) the teacher must be notified in writing by May 1 for a transfer commencing the following September 1; or

(ii) for transfers after May 1, the mutual consent of the teacher and the Board shall be a requirement.

(5) Transfers Other Than for September 1

(a) During the year, the teacher or the Board may request a transfer in emergencies.

(b) The Board shall, where possible, notify a teacher in writing of the proposed transfer at least 20 school days before the effective date of the transfer.

(6) Teachers Returning from Leave of Absence

While Principals should be as closely involved as possible, it must be remembered that the teachers returning from Leaves of Absence granted by the Board are not returning to a particular school or area, but to positions with The Wellington County Board of Education.

West Parry Sound Elementary, 1979-81

Teacher Transfer

i) Requested by Teacher

Teachers requesting a transfer shall do so in writing prior to March 1.

ii) Requested by Board (non-surplus teacher)

If the Board requests a teacher to fill another position, the Board will pay a moving allowance in accordance with Section 8.04 of this Agteement. It is agreed that transfers to or from Britt, Whitestone, MacTier and Sugar Bay Schools shall be at the discretion of the teacher. All other transfers shall be at the discretion of the Board, and notification of the Board's relocation request shall be given prior to May 15th.

York Borough Elementary, 1979-81

Teacher Transfers

During the fourth week of May, the Board shall forward to each public school a list of available teaching vacancies for the following September and during the first and second week of June the Board shall forward other lists indicating additional teacher vacancies, such lists to indicate the date or dates on which interviews to fill the vacancies will be held.

A Teacher holding the required qualifications, who wishes to transfer for the following school year to fill a specific teaching vacancy, shall apply in writing to the Superintendent of Education at least three school days prior to the date or dates set for the interviews.

During the first week of December the Board shall forward to each public school a list of known vacancies in specialized areas for the following January.

Notification of the transfer of principals and vice-principals shall be posted in all public schools as soon as feasible after such transfers have been approved by the Board

Notification of new teaching and consultative positions created by the Board shall be posted in each public school to permint qualified Teachers to make application.

Where, in the opinion of the Board, it is advisable to transfer a Teacher from one school to another school for the following school year, the Teacher shall be notified by May 31. Upon request the Teacher shall be granted an interview with the Superintendent of Education or his designate to discuss the transfer. Where feasible, the Teacher shall be notified of such placement prior to the first June interview date for Teacher transfers as provided for in the list in 45.01.

The provisions of 45.06 do not preclude the Board from transferring a Teacher after this date under special circumstances.

If a Teacher's request for a transfer is not granted, the Teacher shall be notified in writing by the last school day in June. Upon request, an unsuccessful applicant for a transfer shall be granted an interview with the Superintendent of Education or his designate to discuss the matter.

When a Teacher has been offered a position to fill a vacancy by the Superintendent of Education, the Teacher shall notify the Superintendent of Education of the decision to accept or to reject the offer within one school day.

When a Teacher request a transfer to a specific position, every consideration shall be given to that Teacher before the vacancy is filled from outside the system.

Brant Secondary, 1980-82

<u>Salaries of District 5, O.S.S.T.F. Members when Assigned to the Elementary Panel</u>

A teacher who requests and is granted a temporary assignment to gain experience in an Elementary setting shall be paid on the same basis as he/she was paid according to the salary grid of the Secondary agreement at the time of transfer for a period of two years, subject to changes to the grid during the said two-year period, and his/her years of experience.

Durham Secondary, 1980-81

A teacher employed by this Board will be protected against a decrease in category resulting from a transfer to another subject area because of the needs of the school program, and subject to annual review, documentation and the recommendation of the Principal.

The teacher referred to in 4.05 may be returned to his appropriate specialty in any year at the request of the principal and in response to the needs of the school program.

A teacher transferred to another school as a result of the provisions in the Administrative Procedure for Transfer of Staff (of the Durham Board of Education, and O.S.S.T.F. District #17) shall not suffer a decrease in category as a result of such transfer.

ADMINISTRATIVE PROCEDURE OF THE DURHAM BOARD OF EDUCATION

AND

DISTRICT 17, O.S.S.T.F.

FOR TRANSFER AND REDUNDANCY OF SECONDARY SCHOOL TEACHERS

INITIATION OF CHANGE

1. On the Basis of the Teacher's Request

All requests for an alternate teaching assignment initiated by a teacher shall be in writing addressed to the Area Superintendent with a copy to the Principal of teacher's present school. Requests for a posted vacancy should be made directly to the Principal where the vacancy exists.

Upon acceptance of a new position, the teacher must notify his/her Principal of this fact as soon as possible.

2. On the Basis of a Principal or Superintendent's Request

When, in the view of the Area Superintendent and/or the Principal, it would be in the teacher's professional interest to be transferred, the teacher will be interviewed by the Area Superintendent and/or the Principal, and the reasons for this determination will be confirmed in writing.

Confirmation of a transfer to an alternate teaching assignment shall be given by the Area Superintendent to the teacher in writing.

The teacher shall be informed by the Area Superintendent prior to April 15 of change proposed for the following school year. It is understood that under exceptional circumstances later notice may be given.

Fort Frances-Rainy River Secondary, 1980-82

Transfer of Teachers

Any transfer of a teacher between either of the High Schools in Fort Frances and the High School in Rainy River shall occur only if notice is given in writing to the teacher involved prior to April 15 of the preceding school year except when the transfer is by mutual agreement between the Board and the teacher. Transfers will be based on demonstrated educational need and shall not create a surplus in the school to which the transferee is assigned. With due consideration being given to the program needs, the transferee would be the most junior teacher as qualified under Regulation 704, Section 20. Where, at the request of the Board, a staff member is transferred, the Board will bear the cost of moving, subject to the conditions as outlined in Board policy. This clause will not apply in cases of redundancy.

Grey Secondary, 1979-81

The items within Article XI do not deal with incompetence.

Relocation Involving No surplus of Staff

(a) All positions under this section will be advertised (except for the transfer of Principals and Vice-Principals necessitated by educational administrative consideration) and the applicants interviewed and processed by the Staffing Committee under the Chairmanship of the Principal, assigned for this purpose. Transfer is at the discretion of the applicant.

(b) Principals and Vice-Principals appointed subsequent to August 31, 1977 may be transferred without a review of the educational administrative reasons by a Staffing Committee. The Director will convey the reasons in writing should a transfer occur. Candidates for these positions will be advised of this condition at the time they are appointed.

Kapuskasing Secondary, 1979-81

i) A Secondary School teacher is at liberty to apply for any available Secondary School position within the jurisdiction of the Kapuskasing Board of Education at any time.

ii) Any Secondary School teacher in the employ of the Board who applies for any other Secondary School position in the area under the jurisdiction of the Kapuskasing Board of Education, for which he/she is legally qualified, must be granted an interview if he/she applies within the dates as outlined in the guidelines for advertising below, or thereafter, if he/she applies before the position has been filled.

iii) A mutually agreeable transfer may be arranged at any time.

Lanark Secondary, 1979-81

Transfer of Teachers

Where a Teacher is to be transferred from a school in one municipality to a school in another municipality, the Board agrees to notify him, in writing, stating the reasons for the transfer, on or before the fifteenth (15th) day of April. Except in the case of a Principal or a Vice-Principal, such a transfer shall occur only with the agreement of the two Principals concerned. Nothing herein shall be construed as restricting in any manner the procedures contained within the Board's Redundancy Policy (No. 670.0). Nothing herein shall prevent a transfer at any time by the mutual consent of the Teacher and the Board.

Where a Teacher is transferred to a school which is located in excess of fifteen (15) miles or twenty-four (24) kilometres from the school in which he was employed immediately before his transfer, he shall be paid a transfer allowance in the amount of seven hundred and fifty dollars ($750). Payment shall be made on the effective date of the transfer.

Lennox and Addington Secondary, 1979-81

Transfers are sometimes beneficial to the individual and the students alike. The following procedure will apply where the transfer is not by mutual consent:

(a) That the Director of Education and his appointee discuss confidentially all proposed transfers with the persons involved.

(b) That the persons being transferred receive written notification from the Director of Education by April 1st for a transfer effective September 1st, and by October 20th for a transfer effective December 31st, in any year.

(c) That the reason for each individual transfer be stated in the written notification of the transfer.

(d) That any grievance of transfer be made in writing to the Secretary of The Lennox and Addington County Board of Education within ten (10) days of notification of transfer. The procedure for grievance under Article XIX will begin at Step 4 (Clause 19.06).

In the event that an emergency arises at any time during the school year which would require that the Board transfer a teacher to another school across Highway #7, the teacher concerned would be consulted and if the transfer is mutually agreeable the teacher will

(a) be assured by the Board that an agreement will be reached between the Board and the teacher prior to the end of the school year with respect to his or her return to the position formerly held, and

(b) receive reasonable moving expenses, travelling allowances or other related expenses.

Lincoln Secondary, 1980-81

Transfers and Transfer Teachers

Any teacher desiring a transfer should apply directly to the Principal concerned for any position posted. Teachers at present employed on a contract in Lincoln County shall be given first consideration in the choice of vacant positions for which they are qualified within the secondary schools in Lincoln County.

If at all possible, when the transfer of a teacher from one school to another is necessary, the Board will make every reasonable attempt to consult with and to obtain the consent of the teacher concerned.

Each school shall submit for posting by March 7th all known vacant positions created by confirmed retirements, leaves of absence and concluding occasional contracts that will be filled by full time teachers. The period of each posting shall be five (5) school days. Teachers desiring a transfer should apply before March 15th directly to the Principal concerned.

Manitoulin Secondary, 1980-81

Notice of Transfers

(a) In the event that teaching positions are available in the elementary panel and teachers are declared redundant in the secondary panel, the Board may transfer redundant teachers with appropriate qualifications or those redundant teachers who can become qualified prior to September 1st of the year in which the transfer takes place.

(b) No transfers will be agreed upon until such time as a list of those teachers declared redundant is forwarded to the President of the Local Federation.

In the event that teaching positions are available in the elementary panel prior to May 31 and prior to a declaration of redundancy in the secondary panel, the transfer is to be mutually agreed to by the Board, the teacher(s) and the Local Federations.

In the event that more than one teacher qualifies for transfer(s) priority shall be given to the teachers in accordance with seniority with the Board.

The transferred teacher shall retain the years of teaching experience, for seniority purposes, in the panel in which the said experience is accumulated. This seniority may only be exercised in the event of a transferred teacher's current position becoming redundant or when an opening occurs.

Nipissing Secondary, 1980-82

Teacher Requested Transfers

A Secondary School Teacher is at liberty to apply for any available Secondary School position within the District of Nipissing at any time.

Any Secondary School Teacher in the employ of the Board who applies for any other Secondary School position in the District, for which he/she is legally qualified, must be granted an interview if he/she applies within the dates as outlined in the guidelines for advertising below, or thereafter, if he/she applies before the position has been filled.

A mutually agreeable transfer may be arranged at any time.

Sault Ste. Marie Secondary, 1980-82

In the case of transfer, notification shall be given in writing with reasons, to the Teacher concerned at least thirty (30) school days prior to the implementation thereof; provided, however, that where the need to make the transfer results from conditions beyond the control of the Board and which could not reasonably have been anticipated by the Board, the notification in writing with reasons shall be given to the Teacher concerned forthwith when the decision to transfer has been made.

Timiskaming Secondary, 1980-81

Voluntary Transfer:

A teacher may request transfer to any school within this Division by applying in writing to the Principal concerned and forwarding a copy of the application to his or her present Principal and to the Director of Education.

Such a request if not granted immediately shall be considered active for a period of one year.

Any transfer resulting from such a request is subject to the approval of the Principal of the receiving school and of The Board.

Vacancies other than short term within schools of this Division will be advertised internally, (by telephone to the school with written confirmation) for a reasonable time before external advertising.

Non-Voluntary Transfer:

The Board shall endeavour insofar as is possible, to employ teachers in the schools in which they prefer to teach.

The Board may require the transfer of a teacher to recognized competence where a teacher is surplus to the needs of a school.

The Board may require the transfer of a teacher of recognized competence where it is in the best interests of the school system.

The decision to transfer a teacher will be based on the majority opinion of a joint committee of the Director of Education, the Principals concerned, and the President or Presidents of the Federation or Federations concerned.

When the involuntary transfer of a teacher from a school becomes necessary, either to alleviate a surplus situation in a school, or because it is in the best interest of the system, the teacher will be selected on the basis of certification and qualifications to fill a certain teaching position, in conjunction with length of service with The Timiskaming Board of Education and/or predecessor Boards.

When it is necessary to transfer a teacher of recognized competence from a school, the teacher shall have the right to priority consideration for any vacancy in another school for which the teacher is qualified or for which the teacher demonstrated a willingness to become qualified in the shortest possible time.

Should a probationary teacher of recognized competence be unplaced because an acceptable vacancy is not available, he or she shall receive priority consideration for any position for which he or she is qualified and which becomes vacant within the following year.

Re-appointment of probationary teachers shall not occur until any necessary involuntary transfers of permanent teachers have been considered and placement arranged.

Any teacher who feels that this transfer procedure has been violated may appeal under the Grievance Procedure specified under Section 1.06:00 of the Secondary School Teachers' Salary Agreement.

The transferred teacher has first priority to be transferred back in the event that a position becomes available, provided the teacher concerned indicates his intention by applying to the Director, in writing, by March 1, in the year in which the teacher wishes to be transferred. Such application shall be valid until February 28 in the following year.

When the involuntary transfer of a teacher becomes necessary between one of the secondary schools of the Tri-Town and Englehart, the Board will pay travelling or moving expenses to a maximum of $1,000.

Wellington Secondary, 1979-81

Teaching Personnel Transfers

The Board will consider the transfer of teachers within the County Secondary Schools and Elementary Schools and between Elementary and Secondary Schools. Mutual agreement of the teacher, the principals and the superintendents concerned will be normally a condition of transfer in cases other than those involving surplus situations. A request for transfer by a teacher shall be made in writing to the Superintendent of Personnel by March 15 for the following September 1 transfer. The teacher shall be notified in writing by May 15 for a transfer commencing the following September 1.

The Board shall have the right to transfer within the secondary panel a teacher at such time as may be required by prevailing conditions.

Bruce-Grey R.C.S.S., 1980-82

Transfers

1. If a transfer occurs during the school year:
   a) Teachers may be transferred by mutual agreement.
   b) The Teacher shall be notified in writing ten (10) school days before the proposed transfer except in case of emergency.
   c) The teacher shall be granted a number of days leave of absence with pay, in which to relocate himself/herself. The number of days in question shall be determined by the Board in consultation with the teacher.
2. If a transfer is to occur at the end of the school year:
   a) The teacher shall be notified in writing on or before May 1st, of the year in which the transfer is to take place.
   b) A reasonable transfer from one school to the new school shall not involve more than 32 kilometers one way.
3. Postings and Requests
   a) All vacancies up to May 1st shall be posted at each school. Teachers applying for the posted vacancy shall apply in writing within 5 days of the posting.
   b) Teachers requesting a transfer shall apply in writing on the official application form to the Director, by April 1st, for a transfer and shall inform the Principal of his/her request.

Carleton R.C.S.S., 1979-81

When a principal is being transferred, such a transfer may take effect from January 1 to April 1, subject to the Superintendent's approval.

Every reasonable effort shall be made to honour the transfer request of teachers declared surplus in their own school or within their position of responsibility prior to arranging other transfers.

a. A teacher's request for a transfer shall be considered without prejudice. In the event that this request for transfer cannot be complied with, that teacher shall then be given the option of remaining at his/her present school. In order to exercise this option, the teachers must request the transfer prior to April 1.

b. In the event that a surplus of teachers occurs in a school and specific transfer requests cannot be met, those teachers declared surplus will not have recourse to Clause 3:10 a.

Notice of involuntary transfer or reassignment will be given to the teachers concerned as soon as practicable.

Any teacher who is involuntarily transferred or re-assigned has access to the appeals procedure as outlined in Board policy.

Internal transfers shall be arranged before newly hired teachers are placed. (where feasible)

Elgin R.C.S.S., 1979-81

Transfers

If conditions in the County as determined by the Director of Education or the Board necessitate a teacher transfer, the transfer shall be discussed with the teacher concerned prior to the proposed transfer and then an official notice in writing shall be issued to the teacher concerned.

A teacher's request for a transfer must be submitted on or before April 1st. The teacher shall be notified of the Board's decision on or before April 30th.

The Board shall endeavour to arrange internal transfers before placing newly hired teachers.

In the case of compulsory transfer of a teacher to a school located outside a radius of fifteen miles from the teacher's present school the Board will absorb the cost of moving household and/or personal effects of the teacher.

Halton R.C.S.S., 1980-81

Requests, by teachers, for transfer from one school to another, shall be in writing to the school superintendent (Using the Form Provided) before March 1st of the year the transfer is requested.

The request should indicate the reason for the desired transfer and an indication of the new assignment requested.

Requests, by teachers, for transfer will be considered in the light of overall needs of the pupils as well as the needs of the teacher.

Requests, by Principals, for the transfer of a staff member shall be in writing to the school Superintendent (Using the Form Provided) before March 1st of the year the transfer is requested. The Principal will inform the staff member involved of the reason for the request and provide a duplicate copy.

Notice, in writing, will be given by May 1st, each year, to teachers being transferred from one municipality to another.

Teachers transferred from one municipality to another without written notice as outlined in Clause 16.03 may, without prejudice, decline the transfer.

The following procedure will be followed for all transfers:

a) decision on transfers will be made as early as possible.

b) notification in writing setting forth the details of the transfer will be given by May 1st in any school year.

c) a teacher being transferred will be given, upon request, an opportunity to discuss the transfer with the Area Superintendent within ten days of the receipt of the notice.

Notification of the transfer of principals and vice-principals shall be posted in all schools as soon as such transfers have been approved by the Board.

The Board shall forward to each school on the first day of March, April, May and June of each year a list of available positions of responsibility indicating where applicable those positions that have been tentatively filled.

Hamilton-Wentworth R.C.S.S., 1979-81

Requests, by teachers, for transfer from one school to another, shall be in writing to the Area Superintendents (Using the Form Provided) before March 15th of the year the transfer is requested.

The request should indicate the reason for the desired transfer and an indication of the new assignment requested.

Requests by teachers, for transfer will be considered in light of the over-all needs of the pupils as well as the needs of the teacher.

Requests, by Principals, for the transfer of a staff member shall be in writing to the Area Superintendent before March 15th of the year the transfer is requested. The Principal will inform the staff member involved of the reason for the request.

Notice, in writing, will be given before May 1st, each year, to teachers being transferred from one municipality to another.

Teachers transferred from one municipality to another without written notice as outlined above, may without prejudice, decline the transfer.

The following procedure will be followed for all transfers:

a) decision on transfers will be made as early as possible,

b) notification in writing setting forth the details of the transfer will be given,

c) a teacher being transferred will be given, upon request, an opportunity to discuss the transfer with the Area Superintendent within ten days of the receipt of the notice.

When a teacher is transferred from one school to another, the Board will make every reasonable attempt to consult with the teacher before making the transfer.

Huron-Perth R.C.S.S., 1980-81

Transfer

a) Where the Teacher is to be arbitrarily transferred by the Board from a school in one municipality to a school in another municipality, the Board agrees to notify the Teacher in writing on or before the 1st day of May immediately prior to the school year for which the transfer is effective, but nothing in this paragraph prevents the transfer of a Teacher at any time by mutual consent of the Board and the Teacher.

b) If an arbitrary transfer or a transfer requested by the Board will locate the Teacher outside an eight-kilometre (five mile) radius from the Teacher's present school or location of residence, whichever is lesser, the Board will absorb the cost of moving furniture and household effects. A Teacher shall be entitled to the above relocation provision for a two-year period subsequent to the effective date of the transfer. This does not apply to a Teacher who is granted his/her requested transfer.

c) The Board will grant two days Leave of Absence to a Teacher being arbitrarily transferred, with pay, for the purpose of seeking new residence.

d) A Teacher who is arbitrarily transferred a distance greater than forty (40) kilometres (25 miles) from the present school or location of residence, whichever is the lesser, shall be paid a travel allowance at the current rate as outlined in Article 4.06 of this contract for all kilometres in excess of 40 km. for a period of five (5) years. This does not apply to a Teacher who is granted his/her requested transfer.

1) Teachers may request a transfer and are encouraged to do so in writing prior to 1st April.

2) The Board agrees to post in all schools, teaching vacancies to elicit transfer requests from teachers as follows:

- Vacancies for the following school year that occur prior to 1st April
- Vacancies for the following school year which remain vacant after 1st May or become vacant after 1st May and prior to 15th May.

3) The Board may, but shall not be required to, post for the following school year vacancies -

- that result from a Teacher transfer
- that have been previously posted
- which occur during the month of April
- which occur during the month of April and to which teachers surplus to a school are transferred during the month of April
- that occur subsequent to 15th May and prior to 31st August.

4) Requests for transfer must be received in writing by the appropriate Supervisory Officer within eight (8) teaching days of the posting of the vacancy.

Lambton R.C.S.S., 1980-81

Beginning teachers and teachers new to our system will not be assigend to a specific grade and/or school until one week after the second posting in that term.

Beginning teachers and teachers new to a school staff should remain in one school at least two consecutive years unless a transfer is mutually agreed upon between the teacher and the administration.

Subject to the Director's approval, Principals will make any internal transfers before vacancies are advertised to the staffs of other schools.

A teacher applying for an external transfer shall submit transfer request in writing to the Director and Principals concerned.

External transfers will be made, subject to the approval of the Director, in consultation with the principals concerned.

All vacancies for positions of responsibility will be advertised in all schools for a minimum period of three (3) consecutive school days before the appointment is made.

Transfers may be effected in the following ways:

a) at the request of the teacher

b) upon the mutual agreement between Board and teacher

c) upon direct recommendation of the Director if it is felt such a move is in the best interest of both teacher and/or pupils. Written reason to be given prior to May 31st.

d) transfers within the City of Sarnia, Sarnia Township, Point Edward and Corunna may be made at the discretion of the Director.

Lincoln R.C.S.S., 1979-81

Transfers - Teachers

1. The Lincoln County Separate School Board recognizes the hardship which a transfer may bring about for a teacher.

   Moreover, the Board is desirous of placing each teacher in a teaching situation in which he or she will be able to most effectively and efficiently perform his/her professional duty.

   The Board is obliged however to make available to every pupil, to the greatest possible extent, equality of educational opportunity. This obligation places upon the Board a serious responsibility to deploy teaching staff impartially and justly for the maximum benefit of pupils.

   Genuine, thoughtful consideration will be accorded all requests for transfers submitted in writing by teachers.

2. When the transfer of a teacher from one school to another is necessary, the Board shall consult with the teacher and make every reasonable attempt to obtain the consent of the teacher concerned before making the transfer.

3. All administrative and instructional positions shall be open to applications from qualified teachers and shall be posted within five (5) days of the Board's decision to fill the position. This posting will be displayed prominently in the staff room of all schools in the system.

4. Where the teacher is to be transferred by the Board from a school in one municipality to a school in another municipality, the Board agrees to notify the teacher in writing on or before the 1st day of May immediately prior to the school year for which the transfer is effective, but nothing in this paragraph prevents the transfer of a teacher at any time by mutual consent of the Board and the teacher.

5. If the teacher is not satisfied with the transfer, an appeal may be made to the Director of Education.

6. If the teacher is not satisfied with the decision of the Director of Education, an appeal may be made to the Board. The decision of the Board will be final.

7. No change of any kind to the provisions of the Board's policy on Assignment of Teaching Staff will be initiated by the Board without notification to the members of the Executive of O.E.C.T.A. and A.E.F.O. and a full opportunity provided for these bodies to present their views to the full Board.

London-Middlesex R.C.S.S., 1980-82

When the London & Middlesex County Roman Catholic Separate School Board initiates a teacher transfer the procedure shall be as follows:

a) Decision on transfers shall be made as early as possible;

b) Each teacher being transferred shall receive notification in writing setting forth the details of the transfer;

c) A transfer shall be discussed with the teacher concerned prior to the proposed transfer and then an official notice in writing shall be issued to the teacher concerned.

Nipissing R.C.S.S., 1979-81

(1) Where the teacher is to be transferred by the Board from a school in one municipality to a school in another municipality, the Board agrees to notify the teacher in writing on or before the 1st day of May immediately prior to the school year for which the transfer is effective, but nothing in this paragraph prevents the transfer of a teacher at any time by mutual consent of the Board and the teacher.

(2) Transfers from schools in one municipality to schools in other municipalities shall be implemented in accordance with the following procedures:

i) where a surplus of staff exists within each municipality, the teacher or teachers with the least seniority with the Board shall be identified as available for transfer to schools in other municipalities.

ii) teachers identified for transfer shall be transferred to available positions in other municipalities on the basis of seniority where the teacher with the most seniority is transferred to available positions in the municipality nearest to the municipality from which the teacher is being transferred.

iii) any teacher transferred from one municipality to another shall be given priority on the basis of seniority to return to available positions within the municipality from which the teacher was transferred or to available positions in any municipality nearer to the municipality from which the teacher was transferred. It is understood that teachers transferred from one municipality to another shall have priority to available positions over teachers redundant and with right of recall.

North Shore R.C.S.S., 1979-81

Transfer of Teaching Personnel at Their Own Request

Every member of the teaching personnel who wishes to transfer to another school for the next school year shall:

(a) inform his/her Superintendent of Education by April 1st that he/she wishes to transfer; and

(b) indicate to what school he/she wishes to transfer. Upon receipt of the request for transfer the Superintendent shall make every effort to comply with such request taking into account pupil needs and the personnel complement in the various schools. The Superintendent shall inform all Teachers requesting a transfer of his/her decision by June 15.

Transfer of Teaching Personnel Without Their Expressed Request

(a) No member of the teaching personnel shall be transferred from one school to another except for just cause.

(b) The transfer shall be discussed with the teacher concerned prior to the proposed transfer and official notice shall be given in writing.

(c) When such a transfer is due to personnel reduction the Superintendent agrees to make every effort to arrange a transfer which is mutually satisfactory.

(d) Should such a transfer not be agreeable to the teacher concerned he/she shall have the right to appeal the decision individually or through his/her authorized representative.

(e) The teacher shall submit his/her appeal in writing to the Superintendent of Education within three working days of receipt of the official notice.

(f) The Superintendent shall meet with the teacher and his/her representative(s) within ten working days of receipt of the letter of appeal referred to in subsection (e) above.

(g) Notice of transfer shall be given on or before May 1st, 1980 for placement in September 1980 and on or before May 1st, 1981 for placement in September 1981.

Oxford R.C.S.S., 1980-81

(a) A Principal is in charge of the management and discipline of the school and, subject to revision by the appropriate Supervisory Officer, is in charge of the organization of the school.

(b) Subject to the approval of the appropriate Supervisory Officer, the Principals will make any internal transfers they consider necessary before vacancies are advertised to the staff of other schools, taking into consideration internal requests within the school.

(c) All vacancies shall be advertised within the system with first consideration given to Teachers currently under contract who have the required qualifications prior to being advertised externally.

(d) Transfer applications must be received in writing by the appropriate Supervisory Officer within five (5) teaching days of the posting of the vacancy.

(e) Notwithstanding (a), (b), (c) or (d) above, a Teacher may request the Director of Education for a transfer.

(f) It is understood that any Teacher who has been denied a transfer will be given written notice stating the reason(s) for denial.

(g) If it is necessary to fill a vacancy that occurs subsequent to the opening day of school in September and prior to June 1, sub-sections (a) to (d) of this Article shall not apply. Vacancies occasioned thereby shall be advertised under the terms of this Article for the following school year.

Vacancies that occur during the period June 1 to August 31 shall not be subject to the terms of this Article.

Sault Ste Marie R.C.S.S., 1980-82

A teacher may request a transfer to a specific school or level (e.g. - primary, junior, intermediate, or senior division) by May 31st. Where a transfer request is for a specific school, a second choice should be listed.

If a teacher's request for transfer is not granted, or if a teacher is transferred at the request of the Board, the teacher shall be notified. He may have the option of resigning within fifteen days from the date of notification if information is received after May 31st.

Where, in the opinion of the Board, it is advisable to transfer a teacher who is on staff during the current school year, from one school to another, the teacher shall be notified. Upon request, the teacher shall be granted an interview with the Supervisory Officer to discuss the transfer.

Stormont, Dundas and Glengarry R.C.S.S., 1979-81

Transfers

A Teacher transfer Committee shall be established before January 31st of each year in each section of our system. It shall be formed by the Superintendent of Education concerned. A list of 10 teachers shall be submitted to the Superintendent of Education concerned by the executive of each affiliate before January 15th of each year from which 3 teachers and 2 Principals shall be selected. No Teacher being transferred shall be involved in the Transfer Committee.

(a) This committee shall seek out those means which will best serve to improve the transfer process.

(b) This committee shall do everything possible to expedite and clarify the transfer process involving Teachers and issue policy statements regarding transfers on or before March 31st of each year.

(c) The decision on all transfers shall be the responsibility of the Supervisory officer(s).

(d) A Teacher, not in agreement with the transfer, may appeal the decision to the Director of Education and/or to the Board.

Waterloo R.C.S.S., 1979-81

The Board and/or Director of Education will notify a Teacher who will be transferred to a school in a different community within the system in the next school year as soon as the decision to transfer is made, but no later than May 1st of the current year. Prior to a final decision on a given transfer, the School Superintendent will discuss with the Teacher being transferred. Legally, it is not necessary for a Teacher to advise the Board of contract termination prior to May 31st which is thirty days later. As it is difficult for the Board to make decisions or transfers until notice of termination are received, teachers contemplating termination should advise the Board as soon as possible in fairness to their fellow teachers who can then receive advance notification of transfer.

Windsor R.C.S.S., 1979-81

Prior notification of transfer placement from a school shall be provided to the teachers involved, wherever possible, before the resignation dates of November 30 and May 31, annually.

York Region R.C.S.S., 1980-82

(a) Where possible and practical:

(i) Teachers employed by the Board shall be given priority in the filling of new or vacant positions.
(ii) Teacher requests for transfer shall be accommodated provided that such requests must be made to the Board in order to be considered for the following school year no later than March 15, 1981 for the 1981-82 year and February 28, 1982 for the 1982-83 year.

(b) Teachers requesting transfer to a particular school shall be granted an interview by the principal of that school, upon request by the teacher.

(c) Teachers denied transfers or promotions shall be so informed within a reasonable period of time.

(d) Teachers shall be advised of vacant positions of responsibility prior to public advertisement by a posting in each school.

Where the Board requires that a teacher be transferred:

(a) The teacher shall be informed in writing of the Board's intention to transfer him/her.

(b) The transfer shall be discussed with the teacher by a respresentative of the Board prior to the transfer.

(c) Where the transfer of a teacher is not necessitated by the need to fill another position within the Board, the Board shall endeavour, where conditions permit, to arrange a transfer that is mutually acceptable.

C. CLAUSES D'INDEMNITE POUR DEMENAGEMENT ET/OU DENOUVELLE AFFECTATION

Bruce Elementary, 1980-81

The Board will pay reasonable moving expenses in the event that a teacher is required to change his place of residence when a transfer is imposed by the Board. This will not apply for voluntary transfers or for transfers resulting from a reduction in a school's staff.

Cochrane-Iroquois Falls Elementary, 1980-82

The Board shall pay the moving cost if the Board requests the transfer.

East Parry Sound Elementary, 1979-81

Moving Expenses:
The Board will pay moving expenses within the normal boundaries of East Parry Sound (not exceeding the lowest of three estimates submitted by licensed movers) to a teacher who is transferred at the request of the Board and moves within twelve months of the date of transfer. (Not applicable to those teachers who are required to transfer as a result of being declared redundant).

Fort Francis-Rainy River Elementary, 1980-82

In the event of any necessary transfer of staff within this school district, the staff member affected by the move be notified on or before 1st May and that the Board bear the cost of moving. No transfer shall occur as a result of disciplinary action.

Grey Elementary, 1980-82

Board Initiated Transfers
(i) If the Board requests a teacher to transfer, the Board will pay a travel relocation allowance of $1,000 upon his/her acceptance of the position and providing the new position is located 32 or more kilometres from his/her current school. Transfer except within the radius of 32 kilometres from the current school is at the discretion of the teacher. Notification of such relocation will be given prior to May 1st of the year previous. The teacher will be advised of reason for his/her relocation.

Leeds & Grenville Elementary, 1980-82

When the board requires that a full-time member of a Branch Affiliate be transferred to another school within the Board's jurisdiction after teaching duties have commenced and when a change of domicile seems reasonable in the opinion of the Board, the Board shall assume the actual cost of the mover's fee, plus an amount negotiated by the Board and the individual involved. A member of the Branch Affiliate is reminded that he or she may avail himself or herself of assistance from the Economic Policy Committee in negotiations with the Board. This allowance is not payable when a position in a school becomes redundant.

The Economic Policy Committee shall be advised by the Board within 15 days of every settlement.

Muskoka Elementary, 1980-82

Moving Expenses
The Board agrees, for the duration of this Agreement, to make teachers eligible

Employees.

Teachers who relocate under the Redundancy Regulations may apply to the Director for special consideration under this clause.

1. Transfers, for the purpose of this Regulation, are those initiated by the Administrative Council and defined as lateral transfers and do not include transfers resulting from a change of responsibility.

4. Expenses to an employee transferred under this Regulation will be recognized at the option of the employee in any one of the following ways:

   (a) A claim for expenses for which there is provision in a Collective Agreement;

   (b) If an employee is not covered by a Collective Agreement or if the Collective Agreement is silent on the matter, then the Board, upon the recommendation of the Director, will pay moving expenses (not exceeding the lowest of three estimates submitted by licensed movers) to an employee who moves within 24 months of the transfer and the distance between work locations is at least 25 miles; or

   (c) The Board, upon the recommendation of the Director, will pay the sum of $1,000.00 to any employee transferred where the distance from the closer of the employee's home or work location to the new work location is 20 miles or more by the most direct route.

Nipissing Elementary, 1980-82
Housing Allowance
The Nipissing Board of Education will continue to pay the "Housing Allowance" of two Hundred dollars ($200.00) to those elementary Teachers who were eligible to receive that allowance in 1975-76 and who continue to be eligible to receive it.

Elementary School Teachers appointed or transferred to commence employment in Cache Bay, Frank Casey, H. G. Davis, Mattawa, Phelps and Rutherglen after the 1975-76 school year will not be eligible for such an allowance.

North Shore Elementary, 1979-81

If the Board requests a teacher to fill another position, the Board will pay a moving allowance up to $500. No moving allowance will be given to a teacher transferring at the teacher's request.

Renfrew Elementary, 1980-81

(b) Notwithstanding Clause 8.01 (a), a Principal may be transferred to a school which is within a 50 km. radius of his/her present school. Where the school the Principal is being transferred to under this provision is not within a 30 km. radius of his/her residence or present school, the Principal will receive a travel allowance at the rate currently approved by the Board Policy (see Appendix "A") for up to 2 years from the date of the transfer. The travel allowance will be paid for the amount by which the lesser of the distance from his/her present school to his/her new school (see Appendix "B") and the distance from his/her residence to his/her new school exceeds 30 km.

(c) The Board shall pay all reasonable moving costs plus a relocation allowance of up to $300.00 to help pay for incidental expenses involved provided the Board requested that the teacher transfer. In the case of a teacher who is not a Principal the transfer must be from one municipality to another within the County. In the case of a Principal the transfer must be to a school which is not within a 30 km. radius of his/her residence or present school and any travel allowance paid under Clause 8.01 (b) constitutes payment towards any amount due under this provision.

Wellington Elementary, 1979-81

If a Board-requested teacher transfer results in moving expenses, the Board shall consider full or partial payment for such expenses.

NOTE: Consultation to arrive at an allowance for expenses is necessary prior to acceptance of transfer.

West Parry Sound Elementary, 1979-81

i) The Board will make payments towards moving expenses to and from Sugar Bay School, as follows:

a) From Pary Sound to Sugar Bay School; the first $300 of the cost plus one half of the remainder of the cost.

b) From Sugar Bay School to Parry Sound;
1. after one year of service at Sugar Bay School, $100 will be paid toward cost.
2. after two years of service at Sugar Bay School, $300. will be paid toward cost;
3. after three years or more service at Sugar Bay School, up to a maximum of $500 will be paid toward cost

ii) Any teacher, except one going to or from Sugar Bay who is transferred 35 or more miles distant from the teacher's home at the request of the Board, resulting in a change of residence, shall be reimbursed for the following expenses:

a) moving charges
b) out-of-pocket expenses
c) this allowance is subject to a maximum of $1,000

Bruce Secondary, 1979-82

The Board will pay reasonable moving expenses in the event that a Branch Affiliate Member is required to change his place of residence when a transfer is imposed by the Board. This will not apply for voluntary transfers or for transfers resulting from a reduction in a school's staff.

Cochrane-Iroquois Falls Secondary, 1979-81

Moving Expenses

The Board shall pay 100% of moving costs to a Teacher, upon submission of receipts, who is moved at the Board's request within its jurisdiction. If a Teacher requests a move, he/she must pay his/her own expenses.

Durham Secondary, 1980-81

The Board agrees to pay a relocation allowance of $500 to any teacher, Vice-Principal or Principal subject to the following conditions:

a) Such an allowance shall be paid to any teacher, Vice-Principal or Principal who is asked by the Board or its designate to take another position in another school if the move takes the teacher from one of the Pickering, Ajax, Whitby, or Oshawa schools to one of the four northern schools or vice-versa.

b) This allowance shall not be applicable to any teacher, Vice-Principal or Principal who requests and accepts a change in school for personal reasons or is promoted.

Fort Frances-Rainy River Secondary, 1980-82

Where, at the request of the Board, a staff member is transferred, the Board will bear the cost of moving, subject to the conditions as outlined in Board policy. This clause will not apply in cases of redundancy.

Policies and Regulations

Policy No. 28 - Amended March 19, 1974

Moving Expenses for Elementary and Secondary Staff Transferred Within the District at the Request of the Board. (Article 13.02 of the Elementary Agreement and Article 12.01 of the Secondary Agreement.)

The Board will pay moving expenses for a member of Staff who is transferred to another school within the district at the request of the Board, subject to the following conditions:

(1) Moving expenses shall cover only the moving of household effects.

(2) The distance between schools involved must be more than ten miles.

(3) The teacher will obtain at least two tenders from commercial transportation companies and forward them to the Board.

(4) The Board will pay the amount of the Invoice submitted by the approved transportation company, for the moving of household effects.

(5) Payment will be made when the invoice is submitted, subject to the usual business practice of the Board.

Grey Secondary, 1979-81

(b) If the Board requests a Branch Affiliate Member to fill a position advertised as in 11.01 (a) without the Branch Affiliate Member having previously applied for it in that school year, the Board will pay a travel or relocation allowance of $1,000.00 upon the Branch Affiliate Member's acceptance of the position and providing the new position is located in a different municipality. Transfer is at the discretion of the Branch Affiliate Member.

(c) (i) Principals and Vice-Principals may be transferred for educational administrative reasons but subject to section 22.01, and with the payment of travel or relocation allowance of $1,000.00 providing the

transfer is to another municipality. Notice will be given prior to April 15th of the year prior.

Note: Education administrative reasons shall be those which are acceptable to a Staffing Committee which shall include two of the group of O.S.S.T.F. members defined in 11.01 (c). Such reasons shall be conveyed in writing to the individuals involved. This note is to (c) above only.

Huron Secondary, 1980-81

Any Branch Affiliate Member transferred, except transfers resulting from the application of Article XXX, without promotion shall be paid an allowance of up to $1,200. to defer actual cost if he moves to an area served by that school.

Kent Secondary, 1979-81

18:01 The following does not apply to transfers initiated by teachers. When a teacher is transferred by the Board and as a result of the transfer relocates in the municipality of his/her new school, the Board shall pay the cost of moving the household effects and personal belongings of the teacher and his/her family. The moving company shall be selected by Board tendering procedures. The successful company must have adequate insurance coverage to protect the teacher from any losses incurred during the moving process.

Lennox and Addington Secondary, 1979-81

The Board will pay reasonable moving expenses, travelling expenses, or other related expenses in the event that a teacher is transferred by the Board. This will not apply to voluntary transfers unless otherwise agreed.

Muskoka Secondary, 1980-82

The BOARD agrees, for the duration of this Agreement, to make teachers eligible for the moving allowances provided in the Board's Regulation Transfer of Employees.

November 4, 1980
(Superseding May 27, 1980)

BOARD REGULATION: TRANSFER OF EMPLOYEES

4. Expenses to an employee transferred under this Regulation will be recognized at the option of the employee in any one of the following ways:

   a) A claim for expenses for which there is provision in a Collective Agreement;

   b) If an employee is not covered by a Collective Agreement or if the Collective Agreement is silent on the matter, then the Board, upon the recommendation of the Director, will pay moving expenses (not exceeding the lowest of three estimates submitted by licensed movers) to an employee who moves within 24 months of the transfer and the distance between work locations is at least 25 miles; or

      The Board upon recommendation of the Director, will pay: 80-109

      i) the sum of $1,000.00 or

      ii) actual travel expense at the Board's established rates for a period not exceeding 6 months to any employee transferred where the distance

from the closer of the employee's home or work location to the new work location is 20 miles or more by the most direct route.

Peterborough Secondary, 1980-81

If a teacher is required by the Board to move to a school which is over fifteen miles farther from his home than his present school, the Board will pay a relocation allowance of $750. This does not apply to teachers who request a move or teachers who move to another school for reasons of promotion. The relocation allowance is applicable only if the teacher changes his/her place of residence and does not refer to those who merely board or rent a room.

Timiskaming Secondary, 1980-81

When the involuntary transfer of a teacher becomes necessary between one of the secondary schools of the Tri-Town and Englehart, the Board will pay travelling or moving expenses to a maximum of $1,000.

Bruce-Grey R.C.S.S., 1980-82

a) Moving expenses shall be defined as those expenses charged by a mover to move a teacher's personal and household effects from one place of residence to a new place of residence.

b) A teacher shall be paid for moving expenses incurred when a transfer requested by the Board, exceeds the distance specified in article 14.04 2(b) above. (32 kilometers).

c) The Board reserves the right to engage the services of a mover of its choice, to relocate the teacher.

Elgin R.C.S.S., 1979-81

In the case of a compulsory transfer of a teacher to a school located outside a radius of fifteen miles from the teacher's present school, the Board will absorb the cost of moving household and/or personal effects of the teacher.

Huron-Perth R.C.S.S., 1980-81

c) The Board will grant two days leave of Absence to a Teacher being arbitrarily transferred, with pay for the purpose of seeking new residence.

d) A Teacher who is arbitrarily transferred a distance greater than forty (40) kilometres (25 miles) from the present school or location of residence, which ever is the lesser, shall be paid a travel allowance at the current rate as outlined in Article 4.06 of this contract for all kilometres in excess of 40 km. for a period of five (5) years. This does not apply to a Teacher who is granted his/her requested transfer.

Michipicoten R.C.S.S., 1980-82

Upon official transfer, the Board will pay expenses for the transportation of personal belongings from Wawa to White River or from White River to Wawa, upon presentation of receipts.

Renfrew R.C.S.S., 1979-81

(c) When a Teacher is transferred as in 3:01 (b), the Board shall bear the actual cost of moving furniture and household affects, plus a relocation allowance

of $400., if the Teacher moves fifteen miles or more closer to the school to which he has agreed to transfer.

(d) The Board shall not pay moving costs except for Teachers to whom 3:01 (b) and 3:01 (c) apply.

D. CLAUSES DE MUTATION ET DE RESPONSABILITES

Brant Elementary, 1980-82

Principals' Classification and Salary

(a) Classification of Elementary Schools-

(ii) No Principal will be reduced in salary because of the re-classification of his/her school, or if he/she has been transferred to a school with a lower classification. He/she will remain at his/her present salary until either the salary or the lower classification is raised above his/her present level, or he/she is placed in charge of a school with a higher classification.

(iii) When a principal is first placed in charge of a school with a higher classification, he/she will be placed on the Principals' Grid according to his/her years of experience as a principal.

Durham Elementary, 1980-82

g) Principals - Protection of Salary Status

(i) Principals of schools, which as a result of declining enrolment are reclassified at a lower level shall continue to be paid at the higher salary classification for a period of three (3) years following the reclassifications of the school.

(ii) Principals who are transferred to schools of a lower salary classification on the request of administration shall continue at the higher salary classification for a period of three (3) years following the transfer. This clause will not be applicable if the transfer constitutes a demotion resulting from unsatisfactory performance of duties and the principal is so informed prior to the transfer taking effect.

Frontenac Elementary, 1980-81

When a person who is demonstrating satisfactory job proficiency and is receiving a responsibility allowance is transferred by the Board to another position with less or no responsibility allowance to perform a designated task for a specified period of time, the salary shall be retained at the higher level for the duration of the assignment.

When a person who is demonstrating satisfactory job proficiency and is receiving a responsibility allowance is transferred by the Board to another position with less or no responsibility allowance, the salary shall be frozen until the level as designated by the current salary schedule is reached.

Lakehead Elementary, 1979-81

(a) Grandfathering Provisions

(i) The salary (as described in clause 8:01) of any member of the Branch Affiliates coming under this Agreement shall not be adversely affected by the Agreement. The salary of any member who is ahead of the schedule (as described in clause 8:01) according to the members' qualifications and experience, will remain at that figure until such time as qualifications and experience merit further increment.

(ii) Should a member, for any reason, cease to qualify for the allowance described in 9:03 (i) and 9:03 (ii) or the position cease to exist such member would continue to receive the allowance for the remainder of the school year in which he ceases to qualify.

(iii) Any Principal or Vice-Principal, who has successfully discharged his/her duties and whose responsibility lessens due to a decrease in staff, or who becomes redundant, would retain the salary and responsibility allowance for that classification for a twelve (12) month period from the effective date of change.

(iv) Any Principal or Vice-Principal who has successfully discharged his/her duties and is transferred, regardless of the source of the transfer request, to a position where the number of supervised Teachers is less, the responsibility allowance will be grandfathered for the first twelve (12) months from the effective date of change. For the purposes of this clause, the effective date of change for transfers occurring after September 30th shall be deemed to be August 31st of the school year in which the transfer took place. Subsequently, the responsibility allowance will be reduced by a maximum of two supervised Teachers per year until the responsibility allowance is according to schedule.

(v) If a position equal to, or better than, his or her previous position is offered to the member and he or she declines to accept, then the protection afforded by this clause shall not apply.

Lanark Elementary, 1979-81

A Principal who is transferred to a school of a lower salary classification, on the request of administration, to carry out an assignment requiring special skill, shall continue at the higher salary classification. The assignment shall be reviewed at the end of a two (2) year period, and annually thereafter. When, in the opinion of the administration, the assignment is completed, the Principal shall be returned to a school of his former higher classification as soon as possible. If the Principal declines the offer, at that time he shall revert to the salary classification applicable to his present school.

In the event that a Teacher ceases to hold a position of responsibility for reasons other than incompetence resignation or Teacher request, the Board shall appoint the Teacher to a similar position of responsibility for which he is qualified when a vacancy occurs, or when a new position of similar responsibility is created. The onus shall be on the Teacher to apply for the position.

Lincoln Elementary, 1980-81

In transfers involving administrative personnel (i.e. Consultants and Associate Consultants, Administrators and Assistant Administrators, Principals and Vice-Principals) increments within the range will be conferred for previous experience in the same area of responsibility. A Vice-Principal may not claim increments gained in that position in arriving at his initial salary as a Principal. In no event will the person appointed receive a lower salary than he was receiving prior to the transfer nor will his salary on the new position exceed the salary range for that position. A Vice-Principal on promotion will receive a salary as Principal not less than he/her would have received had he/she continued as Vice-Principal but not beyond the range for a Principal of a school of that size.

Oxford Elementary, 1980-82

Red-Circling

(a) Definition - Red-Circled Salary or Special Allowance

A "red-circled" salary or special allowance is one which is to be maintained at the present or "red-circled" amount until such time as, due to a subsequent salary agreement or due to the addition of increments, that salary or special allowance is increased beyond the "red-circled" amount.

(b) Red-Circling - Transfer

Should the Board transfer a principal to the principalship of a school where his/her responsibility allowance would be reduced, the responsibility allowance being paid to the principal at the time of transfer shall be red-circled for two school years or, in the case of a mid-year transfer, until the end of the second following school year. Notwithstanding the foregoing, if the transfer is a demotion which is clearly stated in writing in advance, the principal's responsibility allowance shall be appropriately adjusted effective on the actual date of transfer.

Renfrew Elementary, 1980-81

Salary Protection

(a) The figure representing a teacher's or Principal's salary including responsibility allowance will not be reduced during the 1980-81 year as a result of consolidation of schools within the County; the salary will be red circled for one year.

(b) No Principal who is transferred as a Principal will incur a reduction in salary as a result of a transfer. Transferred Principals will be red circled until their grid salary plus Principal's Allowance at the new school exceeds the grid salary plus Principal's Allowance he/she last received at his/her former school. This will hold true for a Principal who has requested a transfer to a smaller school as well as a Principal who is transferred at the request of the Board. A Principal transferred to a school with a greater Principal's Allowance shall receive this greater allowance.

(c) In no case shall a promotion within the system result in a reduction in a teacher's salary, provided the teacher's service with the Board in proceeding from one position to the other is continuous and unbroken.

Where a strict application of the salary schedule for the new position produces a salary drop, the salary shall begin at the point on the scale nearest to, but above, the salary which the appointee earned in his former position as of September 1st of the new agreement. The teacher shall, with satisfactory service, continue to receive the appropriate increment from year to year thereafter until he reaches the top of the scale or until a scale shift places him at the appropriate place on the scale according to his qualifications and experience.

Stormont, Dundas & Glengarry Elementary, 1980-81

A principal who is transferred at the request of Administration to a school where the Responsibility Allowance, as provided in Article 8:01 (a) would be less than that of the school he is to be transferred from, shall receive a Responsibility Allowance as follows:

(a) For the first (1st) year he occupies the new position of responsibility he shall receive a full allowance applicable to the school he was transferred from, calculated in accordance with Article 8:01 (a) for the first (1st) year of transfer.

(b) For the second (2nd) year he occupies the new position of responsibility he shall receive the allowance for the new position of responsibility calculated in accordance with Article 8:01 (a) plus one half (1/2) the difference, if any, between his allowance for the new position of responsibility and the allowance applicable to the school he was transferred from, calculated in accordance with Article 8:01 (a) for the second (2nd) year of transfer.

(c) Commencing in the third (3rd) year the allowance shall be calculated in accordance with Article 8:01 (a).

Frontenac Secondary, 1980-81

ii) When a teacher has been appointed on a temporary basis to a position for which there is a responsibility allowance and continues in that position for a period of time greater than one month, the teacher shall be paid the appropriate responsibility allowance as set out in the salary schedule, retroactive to the date of appointment.

iv) When a person who is demonstrating satisfactory job proficiency and is receiving a responsibility allowance or is in a position of responsibility is transferred by the Board to another position with less or no responsibility to perform a designated task for a specific period of time, the salary shall be retained at the higher level for the duration of the assignment.

v) When a person who is demonstrating satisfactory job proficiency and is receiving a responsibility allowance or is in a position of responsibility, is transferred by the Board to another position with less or no responsibility, the salary shall be frozen until the level as designated by the current salary schedule is reached.

Lincoln Secondary, 1980-81

<u>Transfers of Administrative Personnel</u>

In transfers involving administrative personnel (i.e. Consultants, Administrators, Principals and Vice-Principals) increments within the range will be conferred for previous experience in the same area of responsibility. A Vice-Principal may not claim increments gained in that position in arriving at his initial salary as a Principal. In no event will the person appointed receive a lower salary than he was receiving prior to the transfer nor will his salary on the new position exceed the salary range for that position. A Vice-Principal on promotion will receive a salary as Principal not less than he/she would have received had he/she continued as Vice-Principal but not beyond the range for a Principal.

Carleton R.C.S.S., 1979-81

No teacher covered by this agreement receiving a principal's or co-ordinator's salary shall suffer a decrease in salary for a period of one year from the effective date of any change in position or responsibility that results from:

i) re-classification of school size
ii) in the case of a principal, re-assignment to a small school
iii) re-assignment to a classroom or any other position of responsibility.

The above shall not apply if:

i) the teacher has requested the re-assignment
ii) the transfer has resulted from unsatisfactory performance of duties substantiated in writing
iii) the teacher has been demoted for just cause as substantiated in writing
iv) a teacher who has been temporarily assigned to a position other than classroom teacher for one year or less.

Durham Region R.C.S.S., 1979-81

SALARY ALLOWANCE PROTECTION

(a) Teachers covered by this Collective Agreement receiving a Principal's salary or a Vice-Principal's, Consultant's, Co-ordinator's or Co-ordinator in charge of Special Education allowance shall receive salary or allowance protection according to Schedule "A" when a change in position or responsibility results from:

1) Re-classification of a school size
2) In the case of a principal, re-assignment to a smaller school
3) Re-assignment to a classroom or any other position of responsibility.

This Glause and Schedule "A" shall not apply if:

1) The teacher has requested re-assignment
2) The transfer has resulted from unsatisfactory performance of duty
3) The teacher has been demoted for just cause.

SCHEDULE "A"

Principals: No decrease in salary for a period of two (2) years from effective date of any change as shown in 3.15 (a).

Vice-Principals, Consultants, Co-ordinators and/or Co-ordinator in charge of Special Education:

Allowance protection extends three (3) years from effective date of any change as shown in 3.15 (a)

Year One	100% of allowance shall be paid
Year Two	50% of allowance shall be paid
Year Three	25% of allowance shall be paid.

(b) All appointments as Vice-Principal, Co-ordinator and/or Co-ordinator in charge of Special Education shall be for a probationary period of three (3) years during which time clause 3.15 (a) shall not apply.

Lincoln R.C.S.S., 1979-81

All Elementary and Junior High Schools

If moved by the Board to a smaller school, to fulfill a special assignment, the Principal shall continue receiving the allowance which he/she was receiving in the previous position plus any increases as they become available, such as increments or a new allowance schedule, at no time taking a loss in pay because of the exchange of schools. A special assignment is defined as a particular

duty or fuction to be performed by the Principal specified in writing by the Board.

Simcoe R.C.S.S., 1980-81

Should pupils be transferred from one school to another at the discretion of the Board thus causing the school classification to be altered from "A" to "B" the Principal of the school from which the pupils were transferred shall continue to receive the basic "A" school allowance for one further year.

Should a Principal be transferred from an "A" to a "B" school at the discretion of the Board, said Principal shall continue to receive the "A" school basic allowance for one further year.

Waterloo R.C.S.S., 1979-81

No Teacher covered by this Agreement and who receives a responsibility allowance shall suffer a decrease in total salary for a period of two (2) years from the date of notification of any change in position or responsibility, that results from reassignment to a classroom or any other position. This clause shall not apply if:

i) the Teacher has requested reassignment;
ii) the Teacher has completed a term appointment in a given position (as Vice-Principal-In-Training).